UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

MURPHY MEDICAL ASSOCIATES, LLC; DIAGNOSTIC AND MEDICAL SPECIALISTS OF GREENWICH, LLC; NORTH STAMFORD MEDICAL ASSOCIATES, LLC; COASTAL CONNECTICUT MEDICAL GROUP, LLC; and STEVEN A.R. MURPHY, MD,	:	3:20-cv-01675-JBA
Plaintiffs,	:	
V.	:	
CIGNA HEALTH AND LIFE INSURANCE COMPANY and CONNECTICUT GENERAL LIFE INSURANCE COMPANY,	:	
Defendants.	:	

DEFENDANTS' MOTION FOR ORDER COMPELLING DISCOVERY

Pursuant to Fed. R. Civ. P. 26(a) and 37(a)(3), Defendants, Cigna Health and Life Insurance Company and Connecticut General Life Insurance Co. (collectively, "Cigna"), move to compel Plaintiffs' production in response to Cigna's January 8, 2021 First Set of Interrogatories (the "Interrogatories") and First Set of Requests for Production of Documents (the "Requests").

Cigna moves to compel discovery of documents and information regarding the following major categories: (1) Cigna member claims at issue, including identifying information, medical records and assignments of benefits for each claim; (2) Plaintiffs' investments in COVID-19 testing and pertinent financial documents; (3) Plaintiffs' professional qualifications and licensing status; (4) Plaintiffs' disputes with other insurers regarding COVID-19 testing bills; (5) Plaintiffs' setting and posting cash prices for COVID-19 testing and COVID-19 related services; and (6) documents and information Plaintiffs agreed to produce, but have not produced to date.

ORAL ARGUMENT REQUESTED

As set forth in more detail in the accompanying memorandum of law filed pursuant to Local Rule 7(a)(1), the requested discovery is relevant to the claims and/or defenses in this action, and proportionate to the needs of the case. Accordingly, Plaintiffs' refusal to produce the documents and information at issue in this motion is improper. Cigna therefore respectfully requests that the Court grant its motion to compel in its entirety.

Dated: June 10, 2021

Respectfully submitted,

DEFENDANTS,

CIGNA HEALTH AND LIFE INSURANCE COMPANY and CONNECTICUT GENERAL LIFE INSURANCE COMPANY

By: */s/ Patrick W. Begos*

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Plaintiffs,	:	
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DEFENDANTS' MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR ORDER COMPELLING DISCOVERY

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I. INTRODUCTION

In this action, Plaintiffs, Murphy Medical Associates, LLC, Diagnostic and Medical Specialists of Greenwich, LLC, North Stamford Medical Associates, LLC, and Coastal Connecticut Medical Group, LLC (collectively, the "Murphy Practice") and Stephen A.R. Murphy ("Dr. Murphy"), seek to recover at least $6,000,000 in connection with COVID testing services they allegedly provided to over 4,000 individuals allegedly participating in Cigna-administered health plans. Amended Complaint, ¶ 64. Plaintiffs later acknowledged that the true number of individuals was under 3,000. Declaration of Patrick Begos in Support of Motion for Order Compelling Discovery ("Begos Dec."), ¶ 11.

A significant part of the discovery dispute concerns Cigna's efforts to obtain basic information regarding those 3,000 individuals, such as their Cigna member number (and/or other identifying information like date of birth and social security number), the plan under which they allegedly were covered, and Plaintiffs' records regarding their alleged testing and treatment. There is no dispute that Plaintiffs have (or should have) all of this information, but they contend that it is too burdensome for them to provide it to Cigna. Plaintiffs have chosen to aggregate thousands of claims into a single action, and cannot use the magnitude of the claims they have put at issue as a basis to avoid their discovery obligations.

Another significant dispute centers around Cigna's efforts to obtain discovery into the evidentiary support for various allegations that Plaintiffs chose to make in support of their claims. For example, Plaintiffs allege that they are "a cutting edge internal and preventative medical practice[,]" and that they "invested hundreds of thousands of dollars … to set up COVID-19 testing sites[.]" Amended Complaint, ¶¶ 14, 22. They also describe Dr. Murphy's internship and residency and alleged professional qualifications, *id.*, ¶¶ 18-21, and allege that his "personal experience" played a role in Plaintiffs' formulation of the type of COVID testing for which they are demanding Cigna pay. *Id.*, ¶ 26. Put simply, Plaintiffs cannot allege purported facts and then refuse to provide discovery on the facts that they chose to put in issue in this case.

In a similar vein, Plaintiffs alleged that other insurers paid them for the types of services that are at issue in this case, *id.*, ¶ 85, but they have refused to produce documents or information about how those unnamed other insurers have administered those claims, and, in particular, whether other insurers have notified Plaintiffs – as Cigna did – that it was investigating Plaintiffs for improper billing practices.

Plaintiffs also have declined to produce documents or information regarding the "cash prices" they posted on public websites for COVID testing services, as required by the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act"). However, they allege that Cigna should be obligated to pay those "cash prices."

Finally, there are a number of requests that Plaintiffs have agreed to comply with, but have not produced any documents in response. Similarly, it appears that Plaintiffs may have chosen to withhold documents responsive to certain requests based on "relevance" objections, without identifying what otherwise responsive documents (or categories of responsive documents) they were refusing to produce.

Plaintiffs' refusal to produce the documents and information at issue in this motion is improper, and the Court should order Plaintiffs to comply.

II. OVERVIEW OF CLAIMS AND ISSUES IN DISPUTE IN THE ACTION

As noted above, Plaintiffs seek to recover more than $6,000,000 for COVID-19-related services they allegedly provided to about 3,000 alleged Cigna members and beneficiaries. Plaintiffs apparently encountered most, if not all, of these people at one of many drive-up or walk-up testing sites they established in Connecticut and New York. They allege that Cigna "improperly" demanded that Plaintiffs provide documentation to support the services for which they sought payment, and that Cigna engaged in various improper or tortious acts. The eight-count Amended Complaint asserts:

(1) a private right of action under the Families First Coronavirus Response Act, Public Law 116-127 ("FFCRA"), and Section 3202(a) of the Coronavirus Aid, Relief, and Economic Security Act ("CARES") Act;

(2) a claim for equitable reformation of unidentified ERISA plans;

(3) ERISA benefits claims for unidentified members and beneficiaries unsupported by assignments of ERISA rights, 29 U.S.C. § 1132(a)(1)(B);

(4) a claim for equitable relief under 29 U.S.C. § 1132(a)(3), to remedy alleged violations of ERISA procedures on unidentified claims for unidentified members and beneficiaries;

(5) a claim under the Connecticut Unfair Trade Practices Act ("CUTPA"), C.G.S. § 42-110b *et seq*., for violation of the Connecticut Unfair Insurance Practices Act ("CUIPA"), C.G.S. § 38a-816;

(6) a claim for unjust enrichment;

(7) a claim for reimbursement mandated by unspecified "federal law"; and

(8) a claim for tortious interference with contractual relationships through alleged defamation.[1]

In support of their claims, Plaintiffs allege that they concluded that patients who sought a COVID-19 test actually "need[ed] to be tested for COVID-19 as well as other respiratory viruses

[1] Cigna's Motion to Dismiss (Doc. No. 30) is *sub judice*.

and infections that could possibly cause the same or similar symptoms as COVID-19[.]" Amended Complaint, ¶ 26. They allege that even asymptomatic people who were "possibly exposed to COVID-19" warranted this expansive testing in order to "receive the most appropriate and effective treatment for a life-threatening condition." *Id.* Thus, Plaintiffs purported to assume that each of the thousands of people seeking tests at their sites, even if asymptomatic, required *treatment* as if they actually suffered from a *life-threatening condition*.

Plaintiffs – perhaps inadvertently – admit that there was another reason for ordering tests for "other respiratory viruses and infections" when even an asymptomatic person sought a COVID-19 test: the BioFire test machines that Plaintiffs purchased "are not capable of running a test limited to the detection of COVID-19. They are only capable of running an enhanced … test that detects COVID-19, as well as other common respiratory virus and bacterial infections." *Id.*, ¶¶ 32, 34. Even more telling, Plaintiffs alleged that the BioFire test was used for reasons having nothing to do with the medical necessity of a test, including when an asymptomatic person seeking the test "had a need for expedited results[.]" *Id.*, ¶ 36.[2]

Plaintiffs seek to force Cigna to pay a premium for tests run on their BioFire equipment, charging $1,500 for the BioFire test, while at the same time acknowledging that a COVID-19 test costs only "$200 to $600" at the outside lab Plaintiffs also used. *See* http://coronatestct.com. Begos Dec., Ex. "O." And Plaintiffs charged for other services allegedly provided to people seeking tests, such as "office" visits, telehealth visits, and preventative care counseling.

[2] The Food and Drug Administration provided an Emergency Use Authorization for the BioFire system for COVID testing "for individuals suspected of COVID-19 by their healthcare provider[,]" not for individuals who merely sought a test and wanted expedited results. *See* EUA200044, available at https://www.fda.gov/media/136356/download. Begos Dec., Ex. "P." In order for a healthcare provider to suspect COVID-19, the provider presumably would need to document either the presence of appropriate symptoms, or that the person "ha[s] had close contact (within 6 feet for a total of 15 minutes or more over a 24-hour period) with someone with confirmed COVID-19." https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/testing.html. *Id*., Ex. "Q."

It is perhaps not surprising that Plaintiffs' decision to charge $1,500 for COVID-19 tests led to public approbation. On November 10, 2020, The New York Times published an article about Dr. Murphy titled *These Towns Trusted a Doctor to Set Up COVID Testing. Sample Patient Fee: $1,944*, in which it reported:

> Rebecca Sussman got a coronavirus test because town officials in Bedford, N.Y., encouraged her to. …
>
> Ms. Sussman, 51, took her whole family to get tested, and the results came back negative.
>
> Then the paperwork came: $6,816 had been charged to insurance for four coronavirus tests. Ms. Sussman's fees alone were $1,944.
>
> She started looking through the itemized costs. One insurance claim showed that she had been tested for a dozen respiratory diseases. She found that odd; the town emails advertised only a coronavirus test. There was also a surprise $480 charge for a short phone call relaying her results. …
>
> The bills didn't come from the town. They came from Dr. Steven Murphy, an internist from Greenwich, Conn., whom Bedford had selected to run its testing site.

Begos Dec., Ex. "L". The article continued: "Dr. Murphy has generated more submissions to the Times database than any other individual provider, often from patients concerned that his high fees would raise health premiums." *Id.*

A few days later, the New Haven Independent published an article about Dr. Murphy titled: *Covid-Test Doc's Woe's Mount; UNH Bails*:

> A Greenwich doctor who sparked controversy by cashing in on New Haven's Covid-19 testing has seen his problems and fights broaden as new revelations emerge about his practice.
>
> City officials originally hailed the doctor, Steven Murphy, as a public-spirited partner when the coronavirus pandemic hit this spring and he set up government-sanctioned "free" testing sites around town.
>
> Then people started noticing inflated bills sent to insurers, of up to $2,000 for a single test—and in at least one case, a debt collector coming to a "free" patient's door (or, at least, to his mailbox).

> The city cut ties with Murphy following the Independent's reporting this summer and fall about local patients waiting up to two weeks for their test results, having their insurance companies billed upwards of $2,000 for a single test, and, in one case, having a debt collector hound an Edgewood resident to pay a $314 charge stemming from a "free" test he received in Day Street Park.

Begos Dec., Ex. "M".

For months preceding this litigation, Cigna's Special Investigative Unit ("SIU") has investigated Plaintiffs' anomalous COVID-19 testing claims. Among the red flags that prompted SIU involvement were billing for complex "evaluation and management" interactions at mobile sites, and billing significantly more than the typical charge for tests. *See* May 25, 2021 SIU Report, pp. 1-2; Begos Dec., Ex. "J".[3] The SIU conducted extensive investigations, including sending "verification of service" letters to a random sample of 100 members who had allegedly received services from Plaintiffs; interviewing ten members; and reviewing a "probe sample" of medical records regarding ten claims provided by Plaintiffs' attorney. Significantly, with regard to one member, SIU reported:

> Claim data was reviewed for one member, [D.J.], for whom the HCP [healthcare provider, *i.e.*, Plaintiffs] billed a total $46,764.00 in COVID-19 related claims. The HCP billed a total of 60 claims between June 2020 and January 2021 with a total of 48 unique dates of services, and 22 COVID-19 related diagnostic tests. The HCP had billed for respiratory panel testing, COVID diagnostic testing, evaluation and management services, and preventative medicine counseling. The majority of claims were billed with a diagnosis of Z20.828 (Contact with and (suspected) exposure to other viral communicable diseases). An interview was conducted with the customer in question and the customer reported that they were receiving mandatory testing weekly at her place of employment in New Haven, CT. The customer reported that they only received COVID-19 diagnostic tests and denied evaluation and management services and preventative medicine counseling that was billed on the same dates as the diagnostic testing codes. When asked about telemedicine consults, the customer explained that they received brief, 15-second phone calls with their test results.

[3] "Evaluation and management," or "E/M", refers to the services provided in a typical doctor-patient encounter, such as taking a history, conducting a physical examination, ordering medications and tests, *etc.* The different "levels" of E/M codes correlate to the complexity of the encounter, with complex visits – such as evaluation of complex signs and symptoms to arrive at a treatment plan – being billed at higher rates than simple visits – such as a brief examination to renew a prescription. *See, e.g.*, https://www.ama-assn.org/system/files/2019-06/cpt-office-prolonged-svs-code-changes.pdf. Begos Dec., Ex. "S."

Id., p. 5.

An initial review of the "probe sample" of medical records revealed problems such as: "high level E/M services were not supported by the medical record documentation, documentation of time was not included for time-based CPT codes, dietary counseling was performed by a 'nurse' but there is no documentation of the name of the nurse, all E/M notes were signed on August 14, 2020 by Dr. Steven Murphy, exams were not specific to members, and records were templated and incomplete." *Id.*, p. 4.

SIU identified numerous problems with Plaintiffs' billing, including E/M and Preventative Medicine Counseling Services that were not provided as billed; and unnecessary testing for multiple respiratory pathogens (instead of testing only for COVID-19). *Id.*, pp. 5-9. The report concluded that Cigna had overpaid Plaintiffs for approximately $470,000 for claims they submitted during the COVID pandemic.[4]

Thus, Cigna has substantial reasons to question the veracity and validity of the COVID-related health services for which Plaintiffs' seek "more than $6 million." Amended Complaint, ¶ 64. Many of its discovery requests seek information to allow it to ascertain what evidence Plaintiffs have that: they tested Cigna members and beneficiaries; they actually performed the services that they billed for; that Plaintiffs concluded the services were medically necessary and clinically appropriate; and that Plaintiffs "coded" them properly when billing.

[4] Misconduct regarding billing for COVID testing has proved unfortunately widespread. In February 2021, the U.S. Treasury noted that law enforcement and financial institutions had detected numerous instances of potential frauds on health plans and insurers, identifying red flag indicators such as "ordering or submitting claims for expensive tests or services that do not test for COVID-19, oftentimes in conjunction with COVID-19 testing, such as medically unnecessary and expensive respiratory testing" and overbilling for testing. FINCEN Advisory (FIN-2021-A001, Feb. 2, 2021); available at https://www.fincen.gov/resources/advisoriesbulletinsfact-sheets/advisories. Begos Dec., Ex. "T." And on May 26, 2021, the Department of Justice announced criminal charges against multiple defendants for "various health care fraud schemes that exploited the COVID-19 pandemic" including submitting claims for "medically unnecessary, and far more expensive … respiratory pathogen panel tests." Available at https://www.justice.gov/opa/pr/doj-announces-coordinated-law-enforcement-action-combat-health-care-fraud-related-covid-19. Begos Dec., Ex. "U."

III. SUMMARY OF DISCOVERY DISPUTES AND RESOLUTION EFFORTS

On January 8, 2021, Cigna served its First Set of Interrogatories and First Set of Requests for Production of Documents. Plaintiffs served objections on February 22, 2021, Begos Dec., Exs. "A" and "B", and substantive responses to Interrogatories on March 8, 2021, *id.*, Ex. "C", which responses they supplemented on May 21, 2021, *id.*, Ex. "D". Plaintiffs produced documents beginning in March 2021.

Cigna's counsel provided to Plaintiffs' attorneys a twelve-page letter on April 1, 2021 identifying deficiencies in Plaintiffs' discovery responses and document production. *Id.*, Ex. "E". That letter identified primary categories of deficiencies, most of which are subjects of this motion:

(1) Cigna member claims at issue, including identifying information and medical records;

(2) Plaintiff's COVID testing operations including staff, arrangements with testing site sponsors, and investments in testing;

(3) Plaintiffs' clinical research allegedly supporting the medical necessity of testing for multiple respiratory pathogens;

(4) Plaintiffs' professional qualifications and licensing status;

(5) interactions with other insurers regarding COVID testing bills;

(6) media communications; and

(7) non-production of categories of documents Plaintiffs had agreed to produce.

Plaintiff's attorneys responded on April 9, 2021, criticizing Cigna's demand for compliance with "picayune discovery rules." Begos Dec., Ex. "F". Though Plaintiffs rejected many of the disputes Cigna had raised, they nonetheless identified various interrogatories and documents requests to which they agreed to provide supplemental responses. *Id.*, at p. 4. Plaintiffs have provided two dates by which they would complete this supplementation; both dates have passed with only minimal additional discovery being provided.

Counsel for both sides held an 80-minute meet-and-confer telephone conference on May 12, 2021. Begos Dec., ¶ 9. Cigna followed with a letter summarizing the additional documents and

information which Plaintiffs agreed to produce (much of which has not yet been produced). *Id.*, Ex. "G".

IV. LEGAL STANDARD

"The scope of discovery is as follows: Parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case, considering … the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit. Information within this scope of discovery need not be admissible in evidence to be discoverable." Fed. R. Civ. P. 26(b)(1). "It is firmly established that the Federal Rules of Civil Procedure are to be construed liberally in favor of discovery." *McCulloch v. Hartford Life & Acc. Ins. Co.*, 223 F.R.D. 26, 30 (D. Conn. 2004), order clarified, No. CIV. 3:01CV1115(AHN), 2004 WL 1688529 (D. Conn. Apr. 26, 2004).

"[D]iscovery is not limited to issues raised by the pleadings, for discovery itself is designed to help define and clarify the issues." *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 351, (1978). Here, however, as will be discussed further below, most of the disputed discovery is directly related to issues Plaintiffs themselves raised in the Amended Complaint – most notably discovery regarding the Cigna members Plaintiffs allegedly treated and for whom they seek payment.

"'Where a party fails to produce documents ... as requested,' Federal Rule of Civil Procedure 37 permits '[the] party seeking discovery ... [to] move for an order compelling an answer, designation, production or inspection.'" *In re Aggrenox Antitrust Litig.*, 2017 WL 5885664, at *1 (D. Conn. Nov. 29, 2017) (quoting Fed. R. Civ. P. 37(a)(3)(B)); *see also Scott v. Arex, Inc.*, 124 F.R.D. 39, 40 (D. Conn. 1989).

V. ARGUMENT

This section will address the Interrogatories and Requests at issue on this motion, arranged in categories of similar subject matter.

A. Tested Individuals and Their Medical Claims

Interrogatory 1: For each of the "over 4,400" persons who were members or beneficiaries of Cigna-administered health plans to whom You allege You provided COVID 19 testing-related services. as alleged in paragraph 54 of the Complaint, provide: (a) all identifying information You have for the person (including but not limited to full name, date of birth, social security number, Cigna member number, address, telephone number, and email address), (b) the CPT codes for all services provided to each; (c) the charges You submitted to Cigna for payment; and (d) the payment(s) received from Cigna.

> **Response:** Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information more readily or properly ascertained through other discovery procedures. Plaintiffs object to the Interrogatory to the extent that it seeks information readily ascertainable to Defendants or in Defendants' possession, custody, or control. Subject to and without waiving these objections or any of the General Objections, Plaintiffs refer Defendants to its document production.

Request 1: All medical records and other documents concerning each of the "over 4,400" persons who were members or beneficiaries of Cigna-administered health plans to whom You allege You provided COVID-19 testing-related services, including the documents alleged in Paragraphs 47, 49 and 51-52 of the Complaint, including but not limited to intake forms; authorizations and/or assignments; patient information forms; medical histories; pre-testing examinations; lab test results; pre- and post-testing office, phone, or telemedicine visits, including recordings of those visits; counseling sessions; bills; and correspondence.

> **Response:** Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information outside the possession, custody or control of Plaintiffs. Subject to and without waiving these objections or any of the General Objections, Plaintiffs state that they have already produced a significant amount of the requested documents to Defendants. Plaintiffs will meet and confer to create a reasonable sampling plan.

> **Request 10:** All documents concerning assignment of benefits, authorization or other documents executed by Cigna's members or beneficiaries to You or the Murphy Practice on all benefit claims at issue as alleged in Paragraphs 90-91 and 101 of the Complaint.
>
> > **Response:** Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request to the extent that it seeks information outside the possession, custody or control of Plaintiffs.

Identifying information regarding each person tested. Plaintiffs are out-of-network providers who seek $6 million for COVID "testing-related services" allegedly provided to thousands of individuals allegedly covered under Cigna-administered benefit plans. But the Amended Complaint fails to identify the name of Cigna members who were tested; the benefit plan covering each; the specific tests and/or treatments Plaintiffs provided to each; what Plaintiffs billed for each service; and what decision Cigna made on each claim.

Plaintiffs served a purported "damages analysis" on April 9, 2021, which provides some of this information for 2,640 purported Cigna members (which Plaintiffs now contend is the correct number). Begos Dec., ¶ 11, Ex. "H". There is nothing in the "damages analysis" indicating that any of the people listed are Cigna members, or, indeed, information that would allow Cigna to identify them in its claims systems if they were members. Thus, there are no Cigna member numbers, group numbers, dates of birth, social security numbers, or addresses.

Plaintiffs have all of this information in their possession. They required people registering for tests to provide, *inter alia*, their name, address, phone number, date of birth, primary care physician, and health insurance information (company, member number, group number, etc.). *See* https://hipaa.jotform.com/MurphyMA/Register. Begos Dec., Ex. "R." They also required people registering to provide photos of their driver's license and health insurance card. *Id*. Plaintiffs must

have reviewed information like this to allege that each of the people at issue in this case are Cigna members.

This information is clearly relevant to Plaintiffs' claims, and to Cigna's defenses. Plaintiffs contend that Cigna should be able to "find" the appropriate claim records for each of the people involved merely with their name and date of service. That is not a legitimate basis to avoid proper discovery requests. Moreover, it ignores the fact that Cigna has records pertaining to hundreds of millions of people who are covered by health plans it administers; Plaintiffs cannot force Cigna to hunt for thousands of needles in an extremely large haystack when the information is in Plaintiffs' possession and is essential to the claims they have asserted in pursuit of a recovery in excess of $6,000,000.

Medical records for each claim. Plaintiffs have produced limited documents pertaining to approximately 800 people (approximately one-third of the people they say are at issue). These documents are typically limited to a "laboratory requisition" forms ordering testing, and one or two pages of test results. Begos Dec., ¶ 12, Ex. "I". These records are insufficient to comply with Cigna's discovery requests. Moreover, Plaintiffs have not produced *any* documents for two-thirds of the purported Cigna members at issue in the case.

Test requisition forms and test results are certainly discoverable – and should be produced for each person for which Plaintiffs have submitted a claim – but they are not remotely sufficient to comply with Cigna's legitimate requests. Plaintiffs have not produced any records indicating that an appropriately licensed provider made a clinical determination that each person for whom Plaintiffs ordered the costly BioFire test had symptoms of COVID-19 or otherwise provided information supporting a medical conclusion that the additional testing was warranted.

Moreover, Plaintiffs seek payment for services that go far beyond COVID testing, including E/M services, preventative medicine counseling, venipunctures, transcranial and/or transthoracic doppler tests, and intracranial studies. Plaintiffs have not produced any records regarding any of those services.

Plaintiffs were required under both applicable state and federal law to maintain medical records identifying patients and services provided. *See* Conn. Agencies Regs. §§ 19a-14-41 and 20-19; N.Y. Educ. Law §§ 6530(32) and 6520 et seq.; 42 C.F.R. § 410.32(d)(2)(i). Plaintiffs' medical records for its encounters at issue in this suit should include, but would not be limited to: patient registration/intake forms; medical histories; pre-testing examinations; lab test results; pre- and post-testing office, phone, or telemedicine visits, including recordings of those visits; counseling sessions; bills; and correspondence. Plaintiffs have produced none of this for most of the people at issue, and little of it for any of the people at issue.

Plaintiffs' response states that they are willing to provide medical records only after a "sampling plan" is developed. Plaintiffs have chosen to aggregate thousands of claims in a single action, and have no legitimate basis to insist on production only of a sample of claims. Especially given the red flags identified by the SIU investigation, Cigna is entitled to demand production of documents regarding each claim for which Plaintiffs seek payment.[5]

Assignments. Plaintiffs claim that they stand in the shoes of the Cigna members they tested, and therefore have standing to assert ERISA claims for payment for health services. ERISA does not bestow civil enforcement rights on healthcare providers such as Plaintiffs. 29 U.S.C. § 1132(a) expressly identifies who is eligible to seek ERISA's various civil remedies, and only the parties so

[5] Even if sampling could be required, Plaintiffs have not proposed any specific sampling plan, nor have they produced documents or information sufficient to design one (including information sufficient to segregate the claims into homogenous pools). For example, there is no way to determine which people sought testing due to COVID symptoms, which people were asymptomatic, and which people allegedly had a need for "expedited results."

identified can sue for relief. *Franchise Tax Bd. v. Constr. Laborers Vacation Trust for S. Cal.*, 463 U.S. 1, 27 (1983); *Simon v. Gen. Elec. Co.*, 263 F.3d 176, 178 (2d Cir. 2001) (per curiam). Thus, a Section 1132(a)(1)(B) benefits claim can be brought ***only*** by a "participant or beneficiary" of an ERISA plan, and a Section 1132(a)(3) claim can be brought ***only*** by "a participant, beneficiary, or fiduciary[.]" Healthcare providers have no standing to bring a claim under either section 1132(a)(1)(B) or 1132(a)(3) merely because they provided medical services to participants or beneficiaries. *Rojas v. Cigna Health & Life Ins. Co.*, 793 F.3d 253, 258 (2d Cir. 2015).

Courts have recognized a "narrow exception" extending standing to "healthcare providers to whom a beneficiary has assigned his claim in exchange for health care." *MC1 Healthcare, Inc. v. United Health Group, Inc.*, No. 3:17-CV-01909, 2019 WL 2015949 at *3 (D. Conn. May 7, 2019) (quoting *Montefiore Med. Ctr. v. Teamsters Local 272*, 642 F.3d 321, 329 (2d Cir. 2011)). To satisfy this exception, "the assignee must show that there is a valid assignment that comports with the terms of the benefits plan." *Prof'l Orthopaedic Assocs., PA v. 1199 SEIU Nat'l Benefit Fund*, 697 F. App'x 39, 40 (2d Cir. 2017).

The Amended Complaint alleges that "[m]any of the Cigna members who received testing services … executed assignments of benefits forms." Amended Complaint, ¶ 78. However, Plaintiffs have not produced a single assignment of benefits executed by a single Cigna member. Plaintiffs cannot refuse to provide the documents on which they have alleged their standing to assert ERISA claims depends.

Moreover, it is not sufficient merely to allege the existence of assignments, because "[n]ot all ERISA assignments convey the same rights," and a patient-assignor may have assigned only some potential claims to Plaintiffs. *Rojas*, 793 F.3d at 258 (assignment of patients' rights to payment

conferred "*only* the right to pursue the participants' claims for payment, not other categories of ERISA claims").

B. Plaintiffs' investments in COVID-19 testing and financial documents

Request 4: All documents concerning loans, investment agreements, or other financial arrangements You undertook or obtained in connection with raising the "hundreds of thousands of dollars" spent to construct, establish and/or operate the COVID-19 testing sites as alleged in paragraphs 2 and 62 of the Complaint.

> **Response:** Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request to the extent that it seeks information outside the possession, custody or control of Plaintiffs. Subject to and without waiving these objections or any of the General Objections, Plaintiffs [sic] will produce relevant documents concerning Paragraphs of 2 and 62 of the Complaint.

Interrogatory 16: Identify all liens, encumbrances, UCC financing statements, debt instruments, judgments or attachments filed or entered against You from January 1, 2019 to the present.

> **Response:** Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

Request 19: All documents concerning federal and state liens, encumbrances, debt instruments, judgments or attachments against You or the Murphy Practice identified in response to Interrogatory No. 16.

> **Response:** Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information protected by any applicable privilege, including but not limited to, the attorney-client privilege, work-product doctrine and trial preparation materials, or pursuant to any applicable state or federal privilege or discovery protection. Plaintiffs object to the Request to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

Plaintiffs have placed in issue their COVID testing investments by alleging that the Murphy Practice "invested hundreds of thousands of dollars to transform its traditional medical practice to set up COVID-19 testing sites … virtually overnight[.]" Amended Complaint, ¶ 22. Plaintiffs cannot make a specific allegation about their investments, and then refuse to produce documents that would either support, or refute, their allegation. *See* Fed. R. Civ. P. 11(b) ("By presenting to the court a pleading, … an attorney … certifies that … (3) the factual contentions have evidentiary support").

Despite agreeing to produce documents responsive to Request 4, Plaintiffs have only produced purchase orders regarding the BioFire testing equipment. Plaintiffs have not asserted or confirmed that their only investment necessary to operate their testing sites was the BioFire equipment.

These requests seek documents and information relevant to Plaintiffs' claims and Cigna's defenses. In particular, responsive documents and information would indicate the nature and scope of Plaintiffs' alleged investments, who financed them, and what, if any, guarantees Plaintiffs made in exchange. Responsive material would also be relevant to Plaintiffs' financial status in the months leading up to the pandemic, which, in turn, is relevant to Plaintiffs' motivation to charge exorbitant rates for testing services.[6]

C. Plaintiffs' Professional Status and Licensing Problems

> **Interrogatory 9:** Identify (by name and address) any hospitals, clinics, laboratories or other health care institutions at which Dr. Murphy held privileges, with which Dr. Murphy was affiliated, or by which Dr. Murphy was were employed in the last five (5) years, including the specific dates you held such privileges, affiliations or employment. If Dr. Murphy's privileges were suspended or terminated by any of the entities identified, include the dates of such suspension or termination and the reason for the suspension or termination.

[6] For example, the documents Plaintiffs produced regarding their acquisition of BioFire equipment show that the company gave Plaintiffs the equipment for free, in exchange for Plaintiffs' commitment to buy almost 50,000 "reagent kits" from BioFire over a three year period, at a cost of more than $6 million. Because each person tested required their own reagent kit, these documents show that Plaintiffs had a substantial financial incentive to use their BioFire system, rather than use a much less costly outside laboratory, for everyone who came to their testing sites.

Response: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation. Subject to and without waiving these objections or any of the General Objections, Plaintiffs respond as follows: Steven Murphy, MD has privileges at Greenwich Hospital and had privileges at Stamford Hospital.

Interrogatory 10: Identify each and every legal action (including any administrative actions or proceedings) within the last ten (10) years in which You have ever been a named party, or in which You or any Representative has testified or have been asked to testify or provide information. For each legal or administrative action, identify the nature of the action, including but not limited to the name and docket or case number of the action, the court or agency where the action was brought or is pending, and whether the action is still active or has been resolved.

Response: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

Interrogatory 11: Identify each and every licensure, disciplinary, health care facility privileges and staff privileges action involving You in any jurisdiction.

Response: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

Interrogatory 15: State whether You have been (or continue to be) the subject of any municipal, state, federal or insurer reimbursement audits, regulatory inquiry or investigation, governmental investigation, state or federal, civil or criminal investigation, and describe the details of and status of each such audit, inquiry or investigation.

Response: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

Request 15: All documents concerning or evidencing Your employment, privileges and/or affiliation with the hospitals, clinics, laboratories or other health care institutions, including licensure or disciplinary matters for the last five (5) years.

> **Response:** Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information protected by any applicable privilege, including but not limited to, the attorney-client privilege, work-product doctrine and trial preparation materials, or pursuant to any applicable state or federal privilege or discovery protection. Plaintiffs object to the Request to the extent that it seeks information beyond the narrow scope of the issues in this litigation

Request 18: All documents concerning legal or administrative actions or proceedings identified in response to Interrogatory No. 10.

> **Response:** Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information protected by any applicable privilege, including but not limited to, the attorney-client privilege, work-product doctrine and trial preparation materials, or pursuant to any applicable state or federal privilege or discovery protection. Plaintiffs object to the Request to the extent that it seeks information beyond the narrow scope of the issues in this litigation

Plaintiffs devote multiple paragraphs in the Amended Complaint to allegations regarding their "cutting edge medical practice," which provides "high-quality preventive and general health services," concerning a "myriad" of issues, "including allergy testing, testosterone therapy, chronic disease management, gynecology, immigration physicals, medical marijuana, vitamin therapy, vein evaluation, urgent care and weight loss." Amended Complaint, ¶¶ 14-17. They describe Dr. Murphy's internship and residency, and alleged professional qualifications. *Id.*, ¶¶ 18-21. Plaintiffs contend that Dr. Murphy's "personal experience" played a role in Plaintiffs' decision to perform multiplex respiratory testing at its COVID testing sites. *Id.*, ¶ 26. Plaintiffs put

these matters in issue, and Cigna is entitled to discovery to evaluate the allegations, and to understand fully plaintiffs' professional qualifications. Fed. R. Civ. P. 11(b)(3).

Moreover, Plaintiffs have put at issue their reputations and standing in the relevant professional communities by seeking damages for Cigna's alleged "defamatory and malicious statements about Dr. Murphy and the Murphy Practice to their patients and others," Amended Complaint, ¶¶ 198-99, and alleging that COVID-19 testing site sponsors, municipalities and facilities broke their agreements or ended their relationships with the Murphy Practice because of those statements. *See, e.g.*, *Sharon v. Time, Inc.*, 103 F.R.D. 86, 90 (S.D.N.Y. 1984) (permitting discovery on the damages issue related to "stature and reputation" in a defamation action) Therefore, discovery regarding government investigations, prosecutions, disciplinary and legal actions against Plaintiffs, revocations of Dr. Murphy's hospital privileges and Plaintiffs' credit issues are relevant and should be compelled.

Finally, the evidence regarding fraudulent billing that Cigna's SIU developed, as well as non-party reports of misconduct, makes Plaintiffs' professional status highly relevant to the potential counterclaims and defenses Cigna may raise in this case.

D. Disputes With Other Insurers

Request 14: All documents concerning any actions by or on behalf of any health plan administered by an entity other than Cigna to deny, investigate, flag or otherwise refuse to pay Your bills for COVID-19 testing services.

Response: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information protected by any applicable privilege, including but not limited to, the attorney-client privilege, work-product doctrine and trial preparation materials, or pursuant to any applicable state or federal privilege or discovery protection. Plaintiffs object to the Request to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

Plaintiffs allege that "other carriers similarly situated to Cigna honored their obligations to the Murphy Practice" and reimbursed the practice "for these COVID-19-related testing services." Amended Complaint, ¶ 85. Plaintiffs cannot allege that Cigna is alone among insurers to dispute Plaintiffs' billing practices, and then refuse to produce documents and information allowing Cigna to test the evidentiary foundation of the allegations. Fed. R. Civ. Pro. 11(b)(3). Plaintiffs have put this in issue in the case.

More troubling, Dr. Murphy has been quoted contradicting his own allegations, stating that "Connecticare has not paid for a single claim at all." Thomas Breen, *Covid-Free? We'll Tell You Next Week*, New Haven Independent (July 31, 2020); Begos Dec., Ex. "N". Particularly in light of this discrepancy, complete production is critical to evaluate the veracity and validity of Plaintiff's allegations.

E. Setting and Posting Cash Prices

Request 9: All documents and communications concerning Your and the Murphy Practice's cash prices for COVID-19 testing and COVID-19 related services, including changes to same, including the date(s) when such prices were publicly available, and where they were publicly available.

> **Response:** Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity, or is redundant in nature. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections or any of the General Objections, Plaintiffs will produce relevant documents, if any, that respond to this Request.

Request 20: All documents concerning any edits, revisions or updates made from January 1, 2020 to the present on any web pages, blogs, advertisements, or other promotional material.

> **Response:** Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame

> relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information protected by any applicable privilege, including but not limited to, the attorney-client privilege, work-product doctrine and trial preparation materials, or pursuant to any applicable state or federal privilege or discovery protection. Plaintiffs object to the Request to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

One of Plaintiffs' central contentions is that by not paying the Murphy Practice "the full cash price" for *all* "COVID-19-related" services and procedures that were allegedly provided to Cigna's members or beneficiaries, Cigna violated the FFCRA and the CARES Act. Amended Complaint, ¶¶ 53, 56-57, 63-64, 66, 69, 108. However, Section 3202(b)(1) of the CARES Act requires that providers "shall make public the cash price for such test on a public internet website."

Plaintiffs recently acknowledged that they did not post their cash prices "for a period of time," but that they "currently posts its cash prices and has done so for some time." Plaintiff's Brief in Opposition to Motion to Dismiss (Doc. No. 31), pp. 19, 24. Cigna is entitled to discovery to explore issues such as: for how long Plaintiffs violated the CARES Act by not posting cash prices; whether Plaintiffs posted different cash prices on different sites; and whether their cash prices changed over time.

F. Failure to produce documents or information Plaintiffs agreed to produce

> **Interrogatory 2:** For each drive-through or walk-in testing site identified in paragraph 43 of the Complaint, identify by name, address, position held, employer (if any), and dates of service any and all clinical and administrative staff utilized to "operate the site and perform the testing," including but not limited to physicians, medical students, physician assistants, nurse practitioners, registered nurses, medical assistants, registrars, coordinators, IT staff, and any volunteers.
>
> > **Response:** Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation. Subject to and without waiving these objections or any of the General Objections, Plaintiffs refer Defendants to Document Production No. 5.

Request 5: All documents, including, but not limited to, any emails, schedules, contracts and/or consulting agreements, concerning the work schedules, compensation, job duties and responsibilities of each person performing services at each COVID-19 testing site that is subject to the Complaint (including You, employees or agents of the Murphy Practice, vendors, contractors and volunteers).

Response: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Subject to and without waiving these objections or any of the General Objections, Plaintiffs [sic.] will produce employee lists and job responsibilities, if any, for employees who worked at the relevant Covid testing sites.

Request 8: All documents concerning any instructions, guidance, policies, procedures, or training provided to individuals who performed services at each of Plaintiffs' COVID-19 testing sites, whether as an employee, independent contractor, vendor, or volunteer, including the CPT and/or ICD codes to be used for billing COVID-19 testing-related services.

Response: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity, or is redundant in nature. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Subject to and without waiving these objections or any of the General Objections, Defendants respond as follows: See Response to Documents Request No. 6.

Plaintiffs alleged that, to engage in their testing program, they "had to assemble the clinical and administrative staff needed to operate the sites and to perform the testing, including physicians, medical students, physician assistants, nurse practitioners, registered nurses, medical assistants, registrars, coordinators, and IT staff." Amended Complaint, ¶ 24. They allege that they operated testing sites at no fewer than thirteen locations.

Plaintiffs have not produced any documents or information regarding any employees who performed any services at any of the COVID testing sites at any time from March 2020 to the present. Regarding volunteers, Plaintiffs have produced only a list of names of 32 volunteers with

email addresses. Plaintiffs have not provided any documentation of who worked where, for how long, and when; what qualifications they had; what their responsibilities were; who supervised them; etc.

> **Interrogatory 3:** For each city, town, organization or facility with which You contracted or otherwise established a relationship for purposes of providing COVID-19 testing and testing-related services, identify the primary contact person(s), describe the financial terms of each such relationship, state when each relationship ended as alleged in Paragraphs 68 and 136 of the Complaint and the stated reason for each termination.
>
> > **Response:** Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.
>
> **Request 3:** All documents concerning any city, town, organization or facility with which You contracted or otherwise established a relationship for purposes of providing COVID-19 testing and testing-related services, including communications with them, and the termination by cities, towns organizations and facilities of their relationships with You, as alleged in Paragraph 68 of the Complaint.
>
> > **Response:** Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request to the extent that it seeks information outside the possession, custody or control of Plaintiffs. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant documents concerning Paragraph 68 of the Complaint.

Plaintiffs produced a limited number of unsigned contracts with municipalities or organizations for testing services. Plaintiffs have not produced contracts regarding all of the sites they claim they operated. Nor have they identified who they communicated with at each site, described any financial terms, or stated (with one exception) when the relationships ended. What limited information Plaintiffs have produced contradicts some of their allegations in this action. For example, contrary to their assertions that their testing services were free of charge (except to

insurers), Amended Complaint, ¶ 100, documents pertaining to testing at Stamford indicate that Plaintiffs would charge $100 for collecting samples. Begos Dec., Ex. "K."

> **Interrogatory 5:** Identify any and all peer reviewed literature, other expert literature, clinical research, and "other authoritative sources" that You relied on to determine the "up-to-date clinical guidance" concerning COVID-19 testing as alleged in paragraphs 3, 38, 39 and 42 of the Complaint.
>
> > **Response:** Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks more readily or properly ascertained through other discovery procedures. Plaintiffs object to the Interrogatory to the extent that it seeks information readily ascertainable to Defendants or in Defendants' possession, custody, or control. Subject to and without waiving these objections or any of the General Objections, Plaintiffs refer Defendants to its document production.
>
> **Request 7:** All documents concerning peer-reviewed literature, other scientific literature, clinical research, and "other authoritative sources" that You used to determine "up-to-date clinical guidance" concerning COVID-19 testing as alleged in paragraphs 3, 33, 39, and 42 of the Complaint.
>
> > **Response:** Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request to the extent that it seeks information more readily or properly ascertained through other discovery procedures. Plaintiffs object to the Request to the extent that it seeks information readily accessible to Defendants or in Defendants' possession, custody, or control. Plaintiffs object to the Request to the extent that it seeks information outside the possession, custody or control of Plaintiffs. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant documents, if any, that respond to this Request.

A central point of dispute in this action is Cigna's contention that many of the services Plaintiffs allegedly provided (and seek to force Cigna to pay for) were not medically necessary or clinically appropriate. Plaintiffs understand this, because they affirmatively alleged that they "invested significant hours and resources researching peer-reviewed and other expert literature to

determine the most effective and informative way to fulfill its COVID-19 testing mission[,]" and that "this research" led them to "conclude[] that performing a COVID-19 test in a vacuum, without performing any other diagnostic testing, would fail to adhere to the requisite standard of care." Amended Complaint, ¶¶ 25, 26.

Plaintiffs agreed, in their April 9, 2021 letter, to produce "relevant literature," but have not, to date, produced anything responsive.

> **Request 21:** All documents concerning communications between You and the media concerning the status of Cigna's reimbursement for their COVID-19 testing-related services.
>
> > **Response:** Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information protected by any applicable privilege, including but not limited to, the attorney-client privilege, work-product doctrine and trial preparation materials, or pursuant to any applicable state or federal privilege or discovery protection. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

In their April 9, 20201 letter, Plaintiffs agreed to produce "relevant communications concerning Cigna, if any, to the media" but they have not produced anything.

G. Identification of responsive documents and information that Plaintiffs withheld based on "relevance" objections

> **Request 6:** All documents concerning the Murphy Practice's development of "extensive protocols and procedures to ensure the [COVID-19 testing] sites were effectively and efficiently operating, and all safety, infection control, OSHA, and CDC guidance were observed" and of "a comprehensive approach to COVID-19 testing and treatment" as alleged in Paragraphs 42 and 45 of the Complaint.
>
> > **Response:** Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request to the extent that it seeks information more readily or properly ascertained through other discovery

procedures. Plaintiffs object to the Request to the extent that it seeks information readily accessible to Defendants or in Defendants' possession, custody, or control. Plaintiffs object to the Request to the extent that it seeks information outside the possession, custody or control of Plaintiffs. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant "practice and protocols," if any, that responds to this Request.

Request 11: All documents concerning communications between You and Cigna concerning reimbursement for COVID-19 related testing as alleged in Paragraphs 57 and 59-61 of the Complaint.

Response: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity, or is redundant in nature. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request to the extent that it seeks information readily accessible to Defendants or in Defendants' possession, custody, or control. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant documents, if any, that respond to this Request.

Request 12: All documents concerning Cigna's communications to patients concerning their personal responsibility for the Murphy Practice's charges as alleged in Paragraph 66 of the Complaint.

Response: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity, or is redundant in nature. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request to the extent that it seeks information readily accessible to Defendants or in Defendants' possession, custody, or control. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant documents, if any, that respond to this Request.

Request 13: All documents concerning communications, including but not limited to complaints, that You received from patients, testing site sponsors and "others" as alleged in Paragraph 65 of the Complaint.

Response: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information outside the possession, custody or control of

Plaintiffs. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant documents concerning Paragraph of 65 of the complaint.

Request 22: All documents concerning Cigna's waiver and/or estoppel of anti-assignment provisions against You as alleged in Paragraph 93 of the Complaint.

Response: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information outside the possession, custody or control of Plaintiffs. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant documents concerning Paragraph of 93 of the Complaint.

Request 23: Copies of written "defamatory and malicious statements" made by Cigna as alleged in Paragraphs 15 and 134-135 of the Complaint.

Response: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information outside the possession, custody or control of Plaintiffs. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant documents, if any, concerning this Request.

Despite their agreement to "produce relevant documents" responsive to these requests, Plaintiffs have not produced any responsive documents. To the extent that there are "relevant documents" in Plaintiffs' possession, custody or control, Plaintiffs should be compelled to produce them, as they agreed to do. To the extent there are *responsive* documents that Plaintiffs have withheld on the ground that they are "not relevant," they should be compelled to identify what they have withheld. Fed. R. Civ. P. 34(b)(2)(C) ("An objection must state whether any responsive materials are being withheld on the basis of that objection.").

VI. CONCLUSION

For the foregoing reasons, the Court should grant Cigna's motion to compel in its entirety.

Dated: June 10, 2021

Respectfully submitted,

DEFENDANTS,

CIGNA HEALTH AND LIFE INSURANCE COMPANY and CONNECTICUT GENERAL LIFE INSURANCE COMPANY

By: */s/ Patrick W. Begos*

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Their Attorneys

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

MURPHY MEDICAL ASSOCIATES, LLC; DIAGNOSTIC AND MEDICAL SPECIALISTS OF GREENWICH, LLC; NORTH STAMFORD MEDICAL ASSOCIATES, LLC; COASTAL CONNECTICUT MEDICAL GROUP, LLC; and STEVEN A.R. MURPHY, MD, Plaintiffs, V. CIGNA HEALTH AND LIFE INSURANCE COMPANY and CONNECTICUT GENERAL LIFE INSURANCE COMPANY, Defendants.	:	3:20-cv-01675-JBA

Declaration of Patrick Begos

Patrick W. Begos, pursuant to 28 U.S.C. §1746(2), declares under penalty of perjury the following:

1. I am over the age of 18 and believe in the duties and obligations of an oath.

2. I am a member of Robinson & Cole LLP, counsel for the Defendants, Cigna Health and Life Insurance Company and Connecticut General Life Insurance Company (collectively, "Cigna"), in this action. I submit this declaration in support of Cigna's motion to compel production.

3. Attached hereto as Exhibit "A" is a copy of Plaintiffs' February 22, 2021 Objections to Cigna's January 8, 2021 First Set of Interrogatories (the "Interrogatories").

4. Attached hereto as Exhibit "B" is a copy of Plaintiffs' February 22, 2021 Objections to Cigna's January 8, 2021 First Set of Requests for Production of Documents (the "Requests").

5. Attached hereto as Exhibit "C" is a copy of Plaintiffs' March 8, 2021 Responses to the Interrogatories.

6. Attached hereto as Exhibit "D" is a copy of Plaintiffs' May 21, 2021 Amended Responses to the Interrogatories.

7. Attached hereto as Exhibit "E" is a copy of my April 1, 2021 letter to Plaintiffs' counsel, identifying the deficiencies in Plaintiffs' responses to the Interrogatories and the Requests (the "April 1 Deficiency Letter").

8. Attached hereto as Exhibit "F" is a copy of Plaintiff's counsel's April 9, 2021 response to the April 1 Deficiency Letter.

9. On May 12, 2021, Plaintiff's counsel and I held an 80-minute meet-and-confer telephone conference, which did not fully resolve the disputes pertaining to the deficiencies in Plaintiffs' responses to the Interrogatories and the Requests.

10. Attached hereto as Exhibit "G" is a copy of my June 1, 2021 letter summarizing the additional documents and information which Plaintiffs agreed to produce during May 12, 2021 meet-and-confer telephone conference but have not yet produced.

11. Attached hereto as Exhibit "H" is an excerpt from a "damages analysis" that Plaintiffs served on April 9, 2021. Patient names have been redacted. The full document contains approximately 13,000 lines of data pertaining to approximately 2,600 individuals. Plaintiffs acknowledged the number of individuals whose claims for testing are at issue in this case are approximately 2,600.

12. Attached hereto as Exhibit "I" are copies of exemplars of "laboratory requisition" forms and test results produced by Plaintiffs. Patient names have been redacted.

13. Attached hereto as Exhibit "J" is a copy of the May 25, 2021 Report of Investigation prepared by Cigna's Special Investigative Unit's ("SIU") Report. Names and/or Personal Identifying Information pertaining to Cigna members and beneficiaries have been redacted.

14. Attached hereto as Exhibit "K" is a copy of the executed COVID-19 Testing Services Agreement between Murphy Medical Associates LLC and the City of Stamford.

15. Attached hereto as Exhibit "L" is a copy of Sarah Kliff's article *These Towns Trusted a Doctor to Set Up COVID Testing. Sample Patient Fee: $1,944* published in The New York Times on November 10, 2020.

16. Attached hereto as Exhibit "M" is a copy of Thomas Breen's article *Covid-Test Doc's Woe's Mount; UNH Bails* published in New Haven Independent on November 16, 2020.

17. Attached hereto as Exhibit "N" is a copy of Thomas Breen's article *Covid-Free? We'll Tell You Next Week* published in New Haven Independent on July 31, 2020.

18. Attached hereto as Exhibit "O" is a copy of Plaintiffs' webpage related to COVID-19 testing as downloaded from http://coronatestct.com on June 8, 2021.

19. Attached hereto as Exhibit "P" is a copy of the Food and Drug Administration's Emergency Use Authorization (EUA200044) for the BioFire COVID-19 test as downloaded from https://www.fda.gov/media/136356/download on June 8, 2021.

20. Attached hereto as Exhibit "Q" is a copy of the CDC's COVID-19 Testing Overview as downloaded from https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/testing.html on June 8, 2021.

21. Attached hereto as Exhibit "R" is a copy of the Plaintiffs' Patient Intake Form as downloaded from https://hipaa.jotform.com/MurphyMA/Register on June 8, 2021.

22. Attached hereto as Exhibit "S" is a copy of the American Medical Association's Guidelines related to Evaluation and Management ("E/M") codes as downloaded from https://www.ama-assn.org/system/files/2019-06/cpt-office-prolonged-svs-code-changes.pdf on June 8, 2021.

23. Attached hereto as Exhibit "T" is a copy of the February 2, 2021 Financial Crimes Enforcement Network's ("FINCEN") Advisory FIN-2021-A001 titled "Advisory on COVID-19 Health Insurance- and Health Care-Related Fraud" as downloaded from https://www.fincen.gov/resources/advisoriesbulletinsfact-sheets/advisories on June 8, 2021.

24. Attached hereto as Exhibit "U" is a copy of a May 26, 2021 press release by the Department of Justice as downloaded from https://www.justice.gov/opa/pr/doj-announces-coordinated-law-enforcement-action-combat-health-care-fraud-related-covid-19 on June 8, 2021.

25. I conferred with Plaintiff's counsel in an effort in good faith to resolve by agreement the issues raised by the Motion without the intervention of the Court, and have been unable to reach such an agreement.

Dated: June 9, 2021

/s/ Patrick W. Begos
Patrick W. Begos

EXHIBITS A-M

EXHIBIT A

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

MURPHY MEDICAL ASSOCIATES, LLC; DIAGNOSTIC AND MEDICAL SPECIALISTS OF GREENWICH, LLC; NORTH STAMFORD MEDICAL ASSOCIATES, LLC; COASTAL CONNECTICUT MEDICAL GROUP, LLC; and STEVEN A.R. MURPHY, M.D., Plaintiffs, vs. CIGNA HEALTH AND LIFE INSURANCE COMPANY and CONNECTICUT GENERAL LIFE INSURANCE COMPANY, Defendants.	**PLAINTIFFS' OBJECTIONS TO DEFENDANTS' FIRST SET OF INTERROGATORIES** Docket No. 3:20-cv-01675-JBA

Pursuant to Rules 26 and 33 of the Federal Rules of Procedure, Plaintiffs, Murphy Medical Associates, LLC, Diagnostic and Medical Specialists of Greenwich, LLC, North Stamford Medical Associates, LLC, Coastal Connecticut Medical Group, LLC (collectively "Murphy Practice") and Steven A.R. Murphy, MD ("Dr. Murphy"), by its attorneys, Garfunkel Wild, P.C., provides the following Responses and Objections to Defendants, Cigna Health and Life Insurance Company and Connecticut General Life Insurance Company (collectively "Cigna") First Set of Interrogatories, dated January 8, 2021.

GENERAL OBJECTIONS

1. Plaintiffs object to the Interrogatories to the extent that they demand discovery on terms, or impose obligations upon Plaintiffs, that are beyond the scope of, or different from, the provisions governing discovery set forth in the Federal Rules of Civil Procedure and applicable Local Civil Rules.

2. Plaintiffs object to the Interrogatories to the extent that they are improper in form, including that they are not framed with the required specificity and particularity, or are redundant in nature.

3. Plaintiffs object to the Interrogatories to the extent that they are vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seek information beyond the time-frame relevant to the events underlying this action.

4. Plaintiffs object to the Interrogatories to the extent that they seek information protected by any applicable privilege, including but not limited to, the attorney-client privilege, work-product doctrine and trial preparation materials, or pursuant to any applicable state or federal privilege or discovery protection.

5. Plaintiffs object to the Interrogatories to the extent that they seek information more readily or properly ascertained through other discovery procedures.

6. Plaintiffs object to the Interrogatories to the extent that they seek information readily accessible to Defendants or in Defendants' possession, custody, or control.

7. Plaintiffs object to the Interrogatories to the extent that they seek information outside the possession, custody or control of Plaintiffs.

8. Plaintiffs object to the Interrogatories to the extent that they seek information that is confidential, proprietary, or constitutes trade secrets.

9. Plaintiffs object to the Interrogatories to the extent that they seek information beyond the narrow scope of the issues in this litigation.

10. Plaintiffs object to the Interrogatories to the extent that they assume disputed facts and/or facts not in evidence, are susceptible to multiple interpretations, state legal conclusions and/or are otherwise improper.

11. Plaintiffs object to the Interrogatories to the extent that they seek information outside the scope of the time period relevant to the Complaint.

12. Plaintiffs reserve each and every privilege and objection raised herein throughout any subsequent response to the Interrogatories.

13. By furnishing information in connection with this response, Plaintiffs are neither agreeing nor representing that any or all of such information is relevant, material, competent or admissible into evidence in connection with this action. Plaintiffs reserve the right to object on any ground to the use of any such information in any proceeding or at the trial of this or any other action.

14. These General Objections are deemed to be incorporated into the response to each individual Interrogatory. The Objections set forth below (in response to the individual Interrogatories) are not to be deemed a waiver, either in whole or in part, of any of these General Objections.

15. Plaintiffs reserve the right to supplement or amend this Response.

SPECIFIC RESPONSES AND OBJECTIONS

INTERROGATORY NO. 1: For each of the "over 4,400" persons who were members or beneficiaries of Cigna-administered health plans to whom You allege You provided COVID-19 testing-related services. as alleged in paragraph 54 of the Complaint, provide: (a) all identifying information You have for the person (including but not limited to full name, date of birth, social security number, Cigna member number, address, telephone number, and email address), (b) the CPT codes for all services provided to each; (c) the charges You submitted to Cigna for payment; and (d) the payment(s) received from Cigna.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information more readily or properly ascertained through other discovery procedures. Plaintiffs object to the Interrogatory to the extent that it seeks information readily accessible to Defendants or in Defendants' possession, custody, or control. Subject to and without waiving these objections or any of the General Objections, Plaintiffs refer Defendants to its document production.

INTERROGATORY NO. 2: For each drive-through or walk-in testing site identified in paragraph 43 of the Complaint, identify by name, address, position held, employer (if any), and dates of service any and all clinical and administrative staff utilized to "operate the site and perform the testing," including but not limited to physicians, medical students, physician assistants, nurse practitioners, registered nurses, medical assistants, registrars, coordinators, IT staff, and any volunteers.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly

burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation. Subject to and without waiving these objections or any of the General Objections, Plaintiffs refer Defendants to Document Production No. 5.

INTERROGATORY NO. 3: For each city, town, organization or facility with which You contracted or otherwise established a relationship for purposes of providing COVID-19 testing and testing-related services, identify the primary contact person(s), describe the financial terms of each such relationship, state when each relationship ended as alleged in Paragraphs 68 and 136 of the Complaint and the stated reason for each termination.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

INTERROGATORY NO. 4: Describe in detail, as alleged in paragraph 2 of the Complaint the investments You made of, "hundreds of thousands of dollars to transition [the practice] to set up COVID-19 testing sites throughout Southwestern Connecticut and the Hudson Valley," and identify each person or entity who provided any of those funds, including the details and amounts of such funding arrangements.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the

EXHIBIT B

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

MURPHY MEDICAL ASSOCIATES, LLC; DIAGNOSTIC AND MEDICAL SPECIALISTS OF GREENWICH, LLC; NORTH STAMFORD MEDICAL ASSOCIATES, LLC; COASTAL CONNECTICUT MEDICAL GROUP, LLC; and STEVEN A.R. MURPHY, M.D., Plaintiffs, vs. CIGNA HEALTH AND LIFE INSURANCE COMPANY and CONNECTICUT GENERAL LIFE INSURANCE COMPANY, Defendants.	**PLAINTIFFS' RESPONSE TO DEFENDANTS' FIRST SET OF REQUEST FOR PRODUCTION** Docket No. 3:20-cv-01675-JBA

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure Plaintiffs, Murphy Medical Associates, LLC, Diagnostic and Medical Specialists of Greenwich, LLC, North Stamford Medical Associates, LLC, Coastal Connecticut Medical Group, LLC (collectively "Murphy Practice") and Steven A.R. Murphy, MD ("Dr. Murphy"), by its attorneys, Garfunkel Wild, P.C., provide the following Responses and Objections to Defendants Cigna Health and Life Insurance Company and Connecticut General Life Insurance Company (collectively "Cigna") First Set of Request for Production of Documents, dated January 8, 2021.

DEFINITIONS

GENERAL OBJECTIONS

1. Plaintiffs object to the Requests to the extent that they demand discovery on terms, or impose obligations upon Plaintiffs, that are beyond the scope of, or different from, the provisions governing discovery set forth in the Federal Rules of Civil Procedure and applicable Local Civil Rules.

2. Plaintiffs object to the Requests to the extent that they are improper in form, including that they are not framed with the required specificity and particularity, or are redundant in nature.

3. Plaintiffs object to the Requests to the extent that they are vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seek information beyond the time-frame relevant to the events underlying this action.

4. Plaintiffs object to the Requests to the extent that they seek information protected by any applicable privilege, including but not limited to, the attorney-client privilege, work-product doctrine and trial preparation materials, or pursuant to any applicable state or federal privilege or discovery protection

5. Plaintiffs object to the Requests to the extent that they seek information more readily or properly ascertained through other discovery procedures

6. Plaintiffs object to the Requests to the extent that they seek information readily accessible to Plaintiffs or in Plaintiffs' possession, custody, or control.

7. Plaintiffs object to the Requests to the extent that they seek information outside the possession, custody or control of Defendants.

8. Plaintiffs object to the Requests to the extent that they seek information that is confidential, proprietary, or constitutes trade secrets.

9. Plaintiffs object to the Requests to the extent that they seek information beyond the narrow scope of the issues in this litigation.

10. Plaintiffs object to the Requests to the extent that they assume disputed facts and/or facts not in evidence, are susceptible to multiple interpretations, state legal conclusions and/or are otherwise improper.

11. Plaintiffs object to the Requests to the extent that they seek information outside the scope of the time period relevant to the Complaint.

12. Plaintiffs reserves each and every privilege and objection raised herein throughout any subsequent response to the Requests.

13. By furnishing information in connection with this response, Plaintiffs are neither agreeing nor representing that any or all of such information is relevant, material, competent or admissible into evidence in connection with this action. Plaintiffs reserve the right to object on any ground to the use of any such information in any proceeding or at the trial of this or any other action.

14. These General Objections are deemed to be incorporated into the response to each individual Request. The Objections set forth below (in response to the Individual Requests) are not to be deemed a waiver, either in whole or in part, of any of these General Objections.

SPECIFIC RESPONSES AND OBJECTIONS TO DOCUMENT REQUESTS

DOCUMENT REQUEST NO. 1: All medical records and other documents concerning each of the "over 4,400" persons who were members or beneficiaries of Cigna-administered health plans to whom You allege You provided COVID-19 testing-related services, including the documents alleged in Paragraphs 47, 49 and 51-52 of the Complaint, including but not limited to intake forms; authorizations and/or assignments; patient information forms; medical histories; pre-testing examinations; lab test results; pre- and post-testing office, phone, or telemedicine visits, including recordings of those visits; counseling sessions; bills; and correspondence.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to

the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information outside the possession, custody or control of Plaintiffs. Subject to and without waiving these objections or any of the General Objections, Plaintiffs state that they have already produced a significant amount of the requested documents to Defendants. Plaintiffs will meet and confer to create a reasonable sampling plan.

DOCUMENT REQUEST NO. 2: All documents or agreements concerning the ownership, management and/or operation of the entities in the Murphy Practice and in the laboratory located at 30 Buxton Farm Road in Stamford, Connecticut, including but not limited to purchase agreements, partnership agreements, certificates of incorporation, by laws, membership agreements, and corporate books and records for the last five (5) years.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request to the extent that it seeks information outside the possession, custody or control of Plaintiffs.

DOCUMENT REQUEST NO. 3: All documents concerning any city, town, organization or facility with which You contracted or otherwise established a relationship for purposes of providing COVID-19 testing and testing-related services, including communications with them, and the termination by cities, towns organizations and facilities of their relationships with You, as alleged in Paragraph 68 of the Complaint.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome,

irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request to the extent that it seeks information outside the possession, custody or control of Plaintiffs. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant documents concerning Paragraph 68 of the Complaint.

DOCUMENT REQUEST NO. 4: All documents concerning loans, investment agreements, or other financial arrangements You undertook or obtained in connection with raising the "hundreds of thousands of dollars" spent to construct, establish and/or operate the COVID-19 testing sites as alleged in paragraphs 2 and 62 of the Complaint.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request to the extent that it seeks information outside the possession, custody or control of Plaintiffs. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant documents concerning Paragraphs of 2 and 62 of the Complaint.

DOCUMENT REQUEST NO. 5: All documents, including, but not limited to, any emails, schedules, contracts and/or consulting agreements, concerning the work schedules, compensation, job duties and responsibilities of each person performing services at each COVID-19 testing site that is subject to the Complaint (including You, employees or agents of the Murphy Practice, vendors, contractors and volunteers).

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome,

irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Subject to and without waiving these objections or any of the General Objections, Defendants will produce employee lists and job responsibilities, if any, for employees who worked at the relevant Covid testing sites.

DOCUMENT REQUEST NO. 6: All documents concerning the Murphy Practice's development of "extensive protocols and procedures to ensure the [COVID-19 testing] sites were effectively and efficiently operating, and all safety, infection control, OSHA, and CDC guidance were observed" and of "a comprehensive approach to COVID-19 testing and treatment" as alleged in Paragraphs 42 and 45 of the Complaint.

RESPONSE: . Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request to the extent that it seeks information more readily or properly ascertained through other discovery procedures. Plaintiffs object to the Request to the extent that it seeks information readily accessible to Defendants or in Defendants' possession, custody, or control. Plaintiffs object to the Request to the extent that it seeks information outside the possession, custody or control of Plaintiffs. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant "practice and protocols," if any, that responds to this Request.

DOCUMENT REQUEST NO. 7: All documents concerning peer-reviewed literature, other scientific literature, clinical research, and "other authoritative sources" that You used to determine "up-to-date clinical guidance" concerning COVID-19 testing as alleged in paragraphs 3, 33, 39, and 42 of the Complaint.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request to the extent that it seeks information more readily or properly ascertained through other discovery procedures. Plaintiffs object to the Request to the extent that it seeks information readily accessible to Defendants or in Defendants' possession, custody, or control. Plaintiffs object to the Request to the extent that it seeks information outside the possession, custody or control of Plaintiffs. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant documents, if any, that respond to this Request.

DOCUMENT REQUEST NO. 8: All documents concerning any instructions, guidance, policies, procedures, or training provided to individuals who performed services at each of Plaintiffs' COVID-19 testing sites, whether as an employee, independent contractor, vendor, or volunteer, including the CPT and/or ICD codes to be used for billing COVID-19 testing-related services.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity, or is redundant in nature. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Subject to and without waiving these objections or any of the General Objections, Defendants respond as follows: *See* Response to Documents Request No. 6.

DOCUMENT REQUEST NO. 9: All documents and communications concerning Your and the Murphy Practice's cash prices for COVID-19 testing and COVID-19 related services, including changes to same,

including the date(s) when such prices were publicly available, and where they were publicly available.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity, or is redundant in nature. Plaintiffs object to the Request to the extent that it is vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant documents, if any, that respond to this Request.

DOCUMENT REQUEST NO. 10: All documents concerning assignment of benefits, authorization or other documents executed by Cigna's members or beneficiaries to You or the Murphy Practice on all benefit claims at issue as alleged in Paragraphs 90-91 and 101 of the Complaint.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request to the extent that it seeks information outside the possession, custody or control of Plaintiffs.

DOCUMENT REQUEST NO. 11: All documents concerning communications between You and Cigna concerning reimbursement for COVID-19 related testing as alleged in Paragraphs 57 and 59-61 of the Complaint.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity, or is redundant in nature. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request to the extent that it seeks information

readily accessible to Defendants or in Defendants' possession, custody, or control. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant documents, if any, that respond to this Request.

DOCUMENT REQUEST NO. 12: All documents concerning Cigna's communications to patients concerning their personal responsibility for the Murphy Practice's charges as alleged in Paragraph 66 of the Complaint.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity, or is redundant in nature. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Request to the extent that it seeks information readily accessible to Defendants or in Defendants' possession, custody, or control. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant documents, if any, that respond to this Request.

DOCUMENT REQUEST NO. 13: All documents concerning communications, including but not limited to complaints, that You received from patients, testing site sponsors and "others" as alleged in Paragraph 65 of the Complaint.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information outside the possession, custody or control of Plaintiffs. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant documents concerning Paragraph of 65 of the complaint.

DOCUMENT REQUEST NO. 14: All documents concerning any actions by or on behalf of any health plan administered by an entity other than Cigna to deny, investigate, flag or otherwise refuse to pay Your bills for COVID-19 testing services.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information protected by any applicable privilege, including but not limited to, the attorney-client privilege, work-product doctrine and trial preparation materials, or pursuant to any applicable state or federal privilege or discovery protection. Plaintiffs object to the Request to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

DOCUMENT REQUEST NO. 15: All documents concerning or evidencing Your employment, privileges and/or affiliation with the hospitals, clinics, laboratories or other health care institutions, including licensure or disciplinary matters for the last five (5) years.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information protected by any applicable privilege, including but not limited to, the attorney-client privilege, work-product doctrine and trial preparation materials, or pursuant to any applicable state or federal privilege or discovery

protection. Plaintiffs object to the Request to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

DOCUMENT REQUEST NO. 16: All documents concerning state and/or federal licenses issued to the laboratory located at 30 Buxton Farm Road in Stamford, the laboratory's establishment, operation and termination, if applicable.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information protected by any applicable privilege, including but not limited to, the attorney-client privilege, work-product doctrine and trial preparation materials, or pursuant to any applicable state or federal privilege or discovery protection. Plaintiffs object to the Request to the extent that it seeks information beyond the narrow scope of the issues in this litigation. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant documents concerning the federal and state license.

DOCUMENT REQUEST NO. 17: All documents concerning the modifications You made to BioFire equipment to use it for COVID-19 testing as alleged in paragraph 37 of the complaint and/or identified in response to Interrogatory No. 7.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object

to the Request to the extent that it seeks information outside the possession, custody or control of Plaintiffs. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant documents concerning Paragraph of 37 of the complaint.

DOCUMENT REQUEST NO. 18: All documents concerning legal or administrative actions or proceedings identified in response to Interrogatory No. 10.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information protected by any applicable privilege, including but not limited to, the attorney-client privilege, work-product doctrine and trial preparation materials, or pursuant to any applicable state or federal privilege or discovery protection. Plaintiffs object to the Request to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

DOCUMENT REQUEST NO. 19: All documents concerning federal and state liens, encumbrances, debt instruments, judgments or attachments against You or the Murphy Practice identified in response to Interrogatory No. 16.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information protected by any applicable privilege, including but not limited to, the attorney-client privilege, work-product doctrine and trial

preparation materials, or pursuant to any applicable state or federal privilege or discovery protection. Plaintiffs object to the Request to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

DOCUMENT REQUEST NO. 20: All documents concerning any edits, revisions or updates made from January 1, 2020 to the present on any web pages, blogs, advertisements, or other promotional material.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information protected by any applicable privilege, including but not limited to, the attorney-client privilege, work-product doctrine and trial preparation materials, or pursuant to any applicable state or federal privilege or discovery protection. Plaintiffs object to the Request to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

DOCUMENT REQUEST NO. 21: All documents concerning communications between You and the media concerning the status of Cigna's reimbursement for their COVID-19 testing-related services.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information protected by any applicable privilege, including but not limited to, the attorney-client privilege, work-product doctrine and trial

preparation materials, or pursuant to any applicable state or federal privilege or discovery protection. Plaintiffs object to the Request to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

DOCUMENT REQUEST NO. 22: All documents concerning Cigna's waiver and/or estoppel of anti-assignment provisions against You as alleged in Paragraph 93 of the Complaint.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant, and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information outside the possession, custody or control of Plaintiffs. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant documents concerning Paragraph of 93 of the Complaint.

DOCUMENT REQUEST NO. 23: Copies of written "defamatory and malicious statements" made by Cigna as alleged in Paragraphs 15 and 134-135 of the Complaint.

RESPONSE: Plaintiffs object to the Request to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seeks information beyond the time-frame relevant to the events underlying this action. Plaintiffs object to the Request to the extent that it seeks information outside the possession, custody or control of Plaintiffs. Subject to and without waiving these objections or any of the General Objections, Defendants will produce relevant documents, if any, concerning this Request.

Dated: Great Neck, New York
February 22, 2021

GARFUNKEL, WILD, P.C.
Attorneys for Plaintiffs

By: */s/*
Andrew Zwerling, Esq.
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To: Theodore J. Tucci, Esq.
ROBINSON & COLE LLP
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And

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Attorneys for Defendants

narrow scope of the issues in this litigation. Subject to and without waiving these objections or any of the General Objections, Plaintiffs refer Defendants to its document production.

INTERROGATORY NO. 5: Identify any and all peer reviewed literature, other expert literature, clinical research, and "other authoritative sources" that You relied on to determine the "up-to-date clinical guidance" concerning COVID-19 testing as alleged in paragraphs 3, 38, 39 and 42 of the Complaint.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information more readily or properly ascertained through other discovery procedures. Plaintiffs object to the Interrogatory to the extent that it seeks information readily accessible to Defendants or in Defendants' possession, custody, or control. Subject to and without waiving these objections or any of the General Objections, Plaintiffs refer Defendants to its document production.

INTERROGATORY NO. 6: For the laboratory located at 30 Buxton Farm Road in Stamford and any other laboratory in which You have any ownership interest or control, state and/or describe the date it began operation, the laboratory's organizational structure (i.e., sole proprietorship, corporation, LLC, etc.), all parties having ownership interest in or control over the laboratory, any and all state and/or federal licenses issued to the laboratory, and describe the laboratory's operations. If the laboratory has ceased operations, state the date it ceased operating and the reason why.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible

evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation. Subject to and without waiving these objections or any of the General Objections, relevant ownership information will be disclosed.

INTERROGATORY NO. 7: Describe the modifications that You made to BioFire equipment to use it for COVID-19 testing as alleged in paragraph 37 of the Complaint. Include in your description whether BioFire was aware of such modifications and identify any person who made, assisted in making, or provided advice or other assistance concerning the modifications.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information more readily or properly ascertained through other discovery procedures. Subject to and without waiving these objections or any of the General Objections, Plaintiffs believe this question should be answered during a deposition. If Defendants waive it right to a deposition on this subject, Plaintiffs will fully respond.

INTERROGATORY NO. 8: For each entity in the Murphy Practice, identify each person having any ownership interest, and state how, if at all, the ownership interests changed from their respective starting dates to the present.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the

narrow scope of the issues in this litigation. Subject to and without waiving these objections or any of the General Objections, relevant ownership information will be disclosed.

INTERROGATORY NO. 9: Identify (by name and address) any hospitals, clinics, laboratories or other health care institutions at which Dr. Murphy held privileges, with which Dr. Murphy was affiliated, or by which Dr. Murphy was were employed in the last five (5) years, including the specific dates you held such privileges, affiliations or employment. If Dr. Murphy's privileges were suspended or terminated by any of the entities identified, include the dates of such suspension or termination and the reason for the suspension or termination.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

INTERROGATORY NO. 10: Identify each and every legal action (including any administrative actions or proceedings) within the last ten (10) years in which You have ever been a named party, or in which You or any Representative has testified or have been asked to testify or provide information. For each legal or administrative action, identify the nature of the action, including but not limited to the name and docket or case number of the action, the court or agency where the action was brought or is pending, and whether the action is still active or has been resolved.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible

evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

INTERROGATORY NO. 11: Identify each and every licensure, disciplinary, health care facility privileges and staff privileges action involving You in any jurisdiction.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

INTERROGATORY NO. 12: Identify each email account, web site and/or internet domain that You utilized, owned, controlled or managed from January 1, 2019 to the present from January 1, 2020 to the present.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

INTERROGATORY NO. 13: Identify any online social or professional networking or photo/video sharing sites (i.e., Facebook, LinkedIn, Instagram, Twitter, etc.) on which You maintain or have maintained an account or profile from January 1, 2019 to the present, the dates for which such accounts or profiles were maintained, any user names and/or email addresses associated with such accounts or profiles.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

INTERROGATORY NO. 14: Identify with specificity any and all false, defamatory and/or malicious statements that Cigna made about You as alleged in Paragraphs 15, 65-67, and 134-135 of the Complaint, including identification of the person who made each statement and to whom each statement was made, the substance of the statement made, whether the statement was written or oral, and the time and place of each statement.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it seeks information readily accessible to Defendants or in Defendants' possession, custody, or control. Subject to and without waiving these objections or any of the General Objections, Plaintiffs will provide relevant information concerning "false, defamatory and/or malicious statements."

INTERROGATORY NO. 15: State whether You have been (or continue to be) the subject of any municipal, state, federal or insurer reimbursement audits, regulatory inquiry or investigation, governmental investigation, state or federal, civil or criminal investigation, and describe the details of and status of each such audit, inquiry or investigation.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible

evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

INTERROGATORY NO. 16: Identify all liens, encumbrances, UCC financing statements, debt instruments, judgments or attachments filed or entered against You from January 1, 2019 to the present.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

INTERROGATORY NO. 17: State the name and address of all persons who provided information concerning answers to these interrogatories and identify all persons You know to have knowledge of relevant facts pertaining to the allegations in the Complaint, and for each person, set forth in full and complete detail the specific information of which each person identified has knowledge.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information protected by any applicable privilege, including but not limited to, the attorney-client privilege, work-product doctrine and trial preparation materials, or pursuant to any applicable state or federal privilege or discovery protection.

Dated: Great Neck, New York
February 22, 2021

GARFUNKEL, WILD, P.C.
Attorneys for Plaintiffs

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Attorneys for Defendants

EXHIBIT C

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

MURPHY MEDICAL ASSOCIATES, LLC; DIAGNOSTIC AND MEDICAL SPECIALISTS OF GREENWICH, LLC; NORTH STAMFORD MEDICAL ASSOCIATES, LLC; COASTAL CONNECTICUT MEDICAL GROUP, LLC; and STEVEN A.R. MURPHY, M.D., Plaintiffs, vs. CIGNA HEALTH AND LIFE INSURANCE COMPANY and CONNECTICUT GENERAL LIFE INSURANCE COMPANY, Defendants.	**PLAINTIFFS' RESPONSES TO DEFENDANTS' FIRST SET OF INTERROGATORIES** Docket No. 3:20-cv-01675-JBA

Pursuant to Rules 26 and 33 of the Federal Rules of Procedure, Plaintiffs, Murphy Medical Associates, LLC, Diagnostic and Medical Specialists of Greenwich, LLC, North Stamford Medical Associates, LLC, Coastal Connecticut Medical Group, LLC (collectively "Murphy Practice") and Steven A.R. Murphy, MD ("Dr. Murphy"), by its attorneys, Garfunkel Wild, P.C., provides the following Responses and Objections to Defendants, Cigna Health and Life Insurance Company and Connecticut General Life Insurance Company (collectively "Cigna") First Set of Interrogatories, dated January 8, 2021.

GENERAL OBJECTIONS

1. Plaintiffs object to the Interrogatories to the extent that they demand discovery on terms, or impose obligations upon Plaintiffs, that are beyond the scope of, or different from, the provisions governing discovery set forth in the Federal Rules of Civil Procedure and applicable Local Civil Rules.

2. Plaintiffs object to the Interrogatories to the extent that they are improper in form, including that they are not framed with the required specificity and particularity, or are redundant in nature.

3. Plaintiffs object to the Interrogatories to the extent that they are vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, or seek information beyond the time-frame relevant to the events underlying this action.

4. Plaintiffs object to the Interrogatories to the extent that they seek information protected by any applicable privilege, including but not limited to, the attorney-client privilege, work-product doctrine and trial preparation materials, or pursuant to any applicable state or federal privilege or discovery protection.

5. Plaintiffs object to the Interrogatories to the extent that they seek information more readily or properly ascertained through other discovery procedures.

6. Plaintiffs object to the Interrogatories to the extent that they seek information readily accessible to Defendants or in Defendants' possession, custody, or control.

7. Plaintiffs object to the Interrogatories to the extent that they seek information outside the possession, custody or control of Plaintiffs.

8. Plaintiffs object to the Interrogatories to the extent that they seek information that is confidential, proprietary, or constitutes trade secrets.

9. Plaintiffs object to the Interrogatories to the extent that they seek information beyond the narrow scope of the issues in this litigation.

10. Plaintiffs object to the Interrogatories to the extent that they assume disputed facts and/or facts not in evidence, are susceptible to multiple interpretations, state legal conclusions and/or are otherwise improper.

11. Plaintiffs object to the Interrogatories to the extent that they seek information outside the scope of the time period relevant to the Complaint.

12. Plaintiffs reserve each and every privilege and objection raised herein throughout any subsequent response to the Interrogatories.

13. By furnishing information in connection with this response, Plaintiffs are neither agreeing nor representing that any or all of such information is relevant, material, competent or admissible into evidence in connection with this action. Plaintiffs reserve the right to object on any ground to the use of any such information in any proceeding or at the trial of this or any other action.

14. These General Objections are deemed to be incorporated into the response to each individual Interrogatory. The Objections set forth below (in response to the individual Interrogatories) are not to be deemed a waiver, either in whole or in part, of any of these General Objections.

15. Plaintiffs reserve the right to supplement or amend this Response.

SPECIFIC RESPONSES AND OBJECTIONS

INTERROGATORY NO. 1: For each of the "over 4,400" persons who were members or beneficiaries of Cigna-administered health plans to whom You allege You provided COVID-19 testing-related services. as alleged in paragraph 54 of the Complaint, provide: (a) all identifying information You have for the person (including but not limited to full name, date of birth, social security number, Cigna member number, address, telephone number, and email address), (b) the CPT codes for all services provided to each; (c) the charges You submitted to Cigna for payment; and (d) the payment(s) received from Cigna.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information more readily or properly ascertained through other discovery procedures. Plaintiffs object to the Interrogatory to the extent that it seeks information readily accessible to Defendants or in Defendants' possession, custody, or control. Subject to and without waiving these objections or any of the General Objections, Plaintiffs refer Defendants to its document production.

INTERROGATORY NO. 2: For each drive-through or walk-in testing site identified in paragraph 43 of the Complaint, identify by name, address, position held, employer (if any), and dates of service any and all clinical and administrative staff utilized to "operate the site and perform the testing," including but not limited to physicians, medical students, physician assistants, nurse practitioners, registered nurses, medical assistants, registrars, coordinators, IT staff, and any volunteers.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly

burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation. Subject to and without waiving these objections or any of the General Objections, Plaintiffs refer Defendants to Document Production No. 5.

INTERROGATORY NO. 3: For each city, town, organization or facility with which You contracted or otherwise established a relationship for purposes of providing COVID-19 testing and testing-related services, identify the primary contact person(s), describe the financial terms of each such relationship, state when each relationship ended as alleged in Paragraphs 68 and 136 of the Complaint and the stated reason for each termination.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

INTERROGATORY NO. 4: Describe in detail, as alleged in paragraph 2 of the Complaint the investments You made of, "hundreds of thousands of dollars to transition [the practice] to set up COVID-19 testing sites throughout Southwestern Connecticut and the Hudson Valley," and identify each person or entity who provided any of those funds, including the details and amounts of such funding arrangements.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the

narrow scope of the issues in this litigation. Subject to and without waiving these objections or any of the General Objections, Plaintiffs refer Defendants to its document production.

INTERROGATORY NO. 5: Identify any and all peer reviewed literature, other expert literature, clinical research, and "other authoritative sources" that You relied on to determine the "up-to-date clinical guidance" concerning COVID-19 testing as alleged in paragraphs 3, 38, 39 and 42 of the Complaint.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information more readily or properly ascertained through other discovery procedures. Plaintiffs object to the Interrogatory to the extent that it seeks information readily accessible to Defendants or in Defendants' possession, custody, or control. Subject to and without waiving these objections or any of the General Objections, Plaintiffs refer Defendants to its document production.

INTERROGATORY NO. 6: For the laboratory located at 30 Buxton Farm Road in Stamford and any other laboratory in which You have any ownership interest or control, state and/or describe the date it began operation, the laboratory's organizational structure (i.e., sole proprietorship, corporation, LLC, etc.), all parties having ownership interest in or control over the laboratory, any and all state and/or federal licenses issued to the laboratory, and describe the laboratory's operations. If the laboratory has ceased operations, state the date it ceased operating and the reason why.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible

evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation. Subject to and without waiving these objections or any of the General Objections, Plaintiff responds as follows: Steven Murphy, MD rents space at 30 Buxton Road. Steven Murphy, MD also has full ownership of the laboratory company.

INTERROGATORY NO. 7: Describe the modifications that You made to BioFire equipment to use it for COVID-19 testing as alleged in paragraph 37 of the Complaint. Include in your description whether BioFire was aware of such modifications and identify any person who made, assisted in making, or provided advice or other assistance concerning the modifications.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information more readily or properly ascertained through other discovery procedures. Subject to and without waiving these objections or any of the General Objections, Plaintiffs responds as follows: We refer you to the Amended Complaint, which will be produced on March 24, 2021.

INTERROGATORY NO. 8: For each entity in the Murphy Practice, identify each person having any ownership interest, and state how, if at all, the ownership interests changed from their respective starting dates to the present.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the

narrow scope of the issues in this litigation. Subject to and without waiving these objections or any of the General Objections, Plaintiffs responds as follows: Steven Murphy, MD owns all Murphy Practice entities.

INTERROGATORY NO. 9: Identify (by name and address) any hospitals, clinics, laboratories or other health care institutions at which Dr. Murphy held privileges, with which Dr. Murphy was affiliated, or by which Dr. Murphy was were employed in the last five (5) years, including the specific dates you held such privileges, affiliations or employment. If Dr. Murphy's privileges were suspended or terminated by any of the entities identified, include the dates of such suspension or termination and the reason for the suspension or termination.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation. Subject to and without waiving these objections or any of the General Objections, Plaintiff responds as follows: Steven Murphy, MD has privileges at Greenwich Hospital and had privileges at Stamford Hospital.

INTERROGATORY NO. 10: Identify each and every legal action (including any administrative actions or proceedings) within the last ten (10) years in which You have ever been a named party, or in which You or any Representative has testified or have been asked to testify or provide information. For each legal or administrative action, identify the nature of the action, including but not limited to the name and docket or case number of the action, the court or agency where the action was brought or is pending, and whether the action is still active or has been resolved.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs

object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

INTERROGATORY NO. 11: Identify each and every licensure, disciplinary, health care facility privileges and staff privileges action involving You in any jurisdiction.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

INTERROGATORY NO. 12: Identify each email account, web site and/or internet domain that You utilized, owned, controlled or managed from January 1, 2019 to the present from January 1, 2020 to the present.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation. Subject to and without waiving these objections or any of the General Objections, Plaintiff responds as follows: Steven Murphy, MD has used steven.murphy@greenwich docs.com and stevenmurphy@stamforddocs.com for email.

INTERROGATORY NO. 13: Identify any online social or professional networking or photo/video sharing sites (i.e., Facebook, LinkedIn,

Instagram, Twitter, etc.) on which You maintain or have maintained an account or profile from January 1, 2019 to the present, the dates for which such accounts or profiles were maintained, any user names and/or email addresses associated with such accounts or profiles.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

INTERROGATORY NO. 14: Identify with specificity any and all false, defamatory and/or malicious statements that Cigna made about You as alleged in Paragraphs 15, 65-67, and 134-135 of the Complaint, including identification of the person who made each statement and to whom each statement was made, the substance of the statement made, whether the statement was written or oral, and the time and place of each statement.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it seeks information readily accessible to Defendants or in Defendants' possession, custody, or control. Subject to and without waiving these objections or any of the General Objections, Plaintiffs responds as follows: We refer you to the Amended Complaint, which will be produced on March 24, 2021.

INTERROGATORY NO. 15: State whether You have been (or continue to be) the subject of any municipal, state, federal or insurer reimbursement audits, regulatory inquiry or investigation, governmental investigation, state or federal, civil or criminal investigation, and describe the details of and status of each such audit, inquiry or investigation.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

INTERROGATORY NO. 16: Identify all liens, encumbrances, UCC financing statements, debt instruments, judgments or attachments filed or entered against You from January 1, 2019 to the present.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation.

INTERROGATORY NO. 17: State the name and address of all persons who provided information concerning answers to these interrogatories and identify all persons You know to have knowledge of relevant facts pertaining to the allegations in the Complaint, and for each person, set forth in full and complete detail the specific information of which each person identified has knowledge.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information protected

by any applicable privilege, including but not limited to, the attorney-client privilege, work-product doctrine and trial preparation materials, or pursuant to any applicable state or federal privilege or discovery protection. Subject to and without waiving these objections or any of the General Objections, Plaintiffs responds as follows: Steven Murphy, MD.

Dated: Great Neck, New York
March 8, 2021

GARFUNKEL, WILD, P.C.
Attorneys for Plaintiffs

By: */s/ Mickey Keane*
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Attorneys for Defendants

EXHIBIT D

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

MURPHY MEDICAL ASSOCIATES, LLC; DIAGNOSTIC AND MEDICAL SPECIALISTS OF GREENWICH, LLC; NORTH STAMFORD MEDICAL ASSOCIATES, LLC; COASTAL CONNECTICUT MEDICAL GROUP, LLC; and STEVEN A.R. MURPHY, M.D., Plaintiffs, vs. CIGNA HEALTH AND LIFE INSURANCE COMPANY and CONNECTICUT GENERAL LIFE INSURANCE COMPANY, Defendants.	**PLAINTIFFS' AMENDED RESPONSES TO DEFENDANTS' FIRST SET OF INTERROGATORIES** Docket No. 3:20-cv-01675-JBA

Pursuant to Rules 26 and 33 of the Federal Rules of Procedure, Plaintiffs, Murphy Medical Associates, LLC, Diagnostic and Medical Specialists of Greenwich, LLC, North Stamford Medical Associates, LLC, Coastal Connecticut Medical Group, LLC (collectively "Murphy Practice") and Steven A.R. Murphy, MD ("Dr. Murphy"), by its attorneys, Garfunkel Wild, P.C., provides the following Responses and Objections to Defendants, Cigna Health and Life Insurance Company and Connecticut General Life Insurance Company (collectively "Cigna") First Set of Interrogatories, dated January 8, 2021.

GENERAL OBJECTIONS

1. Plaintiffs object to the Interrogatories to the extent that they demand discovery on terms, or impose obligations upon Plaintiffs, that are beyond the scope of, or different from, the provisions governing discovery set forth in the Federal Rules of Civil Procedure and applicable Local Civil Rules.

2. Plaintiffs object to the Interrogatories to the extent that they are improper in form, including that they are not framed with the required specificity and particularity, or are redundant in nature.

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7. Plaintiffs object to the Interrogatories to the extent that they seek information outside the possession, custody or control of Plaintiffs.

8. Plaintiffs object to the Interrogatories to the extent that they seek information that is confidential, proprietary, or constitutes trade secrets.

9. Plaintiffs object to the Interrogatories to the extent that they seek information beyond the narrow scope of the issues in this litigation.

10. Plaintiffs object to the Interrogatories to the extent that they assume disputed facts and/or facts not in evidence, are susceptible to multiple interpretations, state legal conclusions and/or are otherwise improper.

11. Plaintiffs object to the Interrogatories to the extent that they seek information outside the scope of the time period relevant to the Complaint.

12. Plaintiffs reserve each and every privilege and objection raised herein throughout any subsequent response to the Interrogatories.

13. By furnishing information in connection with this response, Plaintiffs are neither agreeing nor representing that any or all of such information is relevant, material, competent or admissible into evidence in connection with this action. Plaintiffs reserve the right to object on any ground to the use of any such information in any proceeding or at the trial of this or any other action.

14. These General Objections are deemed to be incorporated into the response to each individual Interrogatory. The Objections set forth below (in response to the individual Interrogatories) are not to be deemed a waiver, either in whole or in part, of any of these General Objections.

15. Plaintiffs reserve the right to supplement or amend this Response.

SPECIFIC RESPONSES AND OBJECTIONS

INTERROGATORY NO. 4: Describe in detail, as alleged in paragraph 2 of the Complaint the investments You made of, "hundreds of thousands of dollars to transition [the practice] to set up COVID-19 testing sites throughout Southwestern Connecticut and the Hudson Valley," and identify each person or entity who provided any of those funds, including the details and amounts of such funding arrangement.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections or any of the General Objections, Plaintiff responds as follows: Steven Murphy, MD invested in the transition.

INTERROGATORY NO. 13: Identify any online social or professional networking or photo/video sharing sites (i.e., Facebook, LinkedIn, Instagram, Twitter, etc.) on which You maintain or have maintained an account or profile from January 1, 2019 to the present, the dates for which such accounts or profiles were maintained, any user names and/or email addresses associated with such accounts or profiles.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that it seeks information beyond the narrow scope of the issues in this litigation. Subject to and without waiving these objections or any of the General Objections, Plaintiffs responds as follows: Twitter and Periscope.

INTERROGATORY NO. 17: State the name and address of all persons who provided information concerning answers to these interrogatories and identify all persons You know to have knowledge of

relevant facts pertaining to the allegations it the Complaint, and for each person, set forth in full and complete detail the specific information of which each person identified has knowledge.

RESPONSE: Plaintiffs object to the Interrogatory to the extent that it is improper in form, including that it is not framed with the required specificity and particularity. Plaintiffs object to the Interrogatory to the extent that it is vague, ambiguous, overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs object to the Interrogatory to the extent that is seeks information protected by any applicable privilege, including but not limited to, the attorney-client privilege, work-product doctrine and trial preparation materials, or pursuant to any applicable state or federal privilege or discovery protection. Subject to and without waiving these objections or any of the General Objections, Plaintiff responds as follows: Steven Murphy, M.D., employees and ex-employees of the Murphy Practice, Elizabeth Peterson, and unidentified current and/or ex-employees and agents of Defendants.

Dated: Great Neck, New York
May 12, 2021

GARFUNKEL, WILD, P.C.
Attorneys for Plaintiffs

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Attorneys for Defendants

CERTIFICATION

I hereby certify that Plaintiffs' Responses to Defendants' First Set of Interrogatories, dated March 8, 2021 and Amended Responses to Defendants' First Set of Interrogatories, dated May 12, 2021, are true as to my personal knowledge, information and belief.

By: _____
Steven A.R. Murphy, M.D.

Dated: 12 May 2021

EXHIBIT E

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April 1, 2021

John G. Martin, Esq.
Garfunkel Wild, P.C.
111 Great Neck Road
Great Neck, NY 11021

Re: **Murphy Medical Associates, LLC v. Cigna Health and Life Insurance Company**

Dear John:

I write to raise with you deficiencies in Plaintiffs' responses to Cigna's First Set of Interrogatories ("Interrogatories") and First Request for Production of Documents ("Requests") as part of a good faith effort to resolve these disputes without motion practice.

I will address in this letter the objections and responses that Cigna considers to be particularly improper or inadequate. To the extent further review of Plaintiffs' recent production reveals additional deficiencies, Cigna reserves its right to raise those disputes at a later date.

I note that we have not attempted to update the references to paragraph numbers in the original Complaint to new numbers in the Amended Complaint. You are equally or more familiar with the contents of the Amended Complaint as we are; if you think the amendment causes any confusion regarding the scope or meaning of particular interrogatories or requests, please let us know.

I. GENERAL OBJECTIONS

> **General Objection 5:** Plaintiffs object to the Interrogatories [and Requests] to the extent that they seek information more readily or properly ascertained through other discovery procedures.

See also, Responses to Interrogatories 1, 5, 7; Responses to Requests 6, 7. This is not a valid objection; Rule 26(c) allows Plaintiffs to move for a protective order if they believe any particular

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Interrogatory or Request results in "annoyance, embarrassment, oppression, or undue burden or expense." Plaintiffs have not cited any of those contentions. Moreover, Plaintiffs have used this objection inconsistently, by objecting on this basis to Interrogatory 1 (seeking information about the claims at issue), but then refusing in the alternative to produce documents regarding the claims at issue in response to Request 1. Cigna is entitled to obtain information about the 4,400-plus claims at issue in this action. Plaintiffs' preference for "other discovery procedures" is not germane.

> **General Objection 9:** Plaintiffs object to the Interrogatories [and Requests] to the extent that they seek information beyond the narrow scope of the issues in this litigation.

See also, Responses to Interrogatories 2, 3, 4, 6, 8-13, 15, 16; Responses to Requests 14-16, 18-21. Rule 26(b) provides no basis for this objection. Moreover, the scope of the issues involved in this litigation is broad, involving claims pertaining to health services allegedly provided to thousands of patients, claims of unfair trade practices and tortious interference, and damages claim of millions of dollars. Plaintiffs fail to articulate how Cigna's discovery requests do not concern the subject matter of the claims and defenses in this case.

II. INTERROGATORIES AND PRODUCTION REQUESTS.

A. Cigna Member Claims at Issue.

Interrogatory 1: For each of the "over 4,400" persons who were members or beneficiaries of Cigna-administered health plans to whom You allege You provided COVID 19 testing-related services. as alleged in paragraph 54 of the Complaint, provide: (a) all identifying information You have for the person (including but not limited to full name, date of birth, social security number, Cigna member number, address, telephone number, and email address), (b) the CPT codes for all services provided to each; (c) the charges You submitted to Cigna for payment; and (d) the payment(s) received from Cigna.

Request 1: All medical records and other documents concerning each of the "over 4,400" persons who were members or beneficiaries of Cigna-administered health plans to whom You allege You provided COVID-19 testing-related services, including the documents alleged in Paragraphs 47, 49 and 51-52 of the Complaint, including but not limited to intake forms; authorizations and/or assignments; patient information forms; medical histories; pre-testing examinations; lab test results; pre- and post-testing office, phone, or telemedicine visits, including recordings of those visits; counseling sessions; bills; and correspondence.

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Plaintiffs "refer Defendants to its document production" for the answer to Interrogatory 1, but then object to providing documents in response to Request 1 on the grounds that it is unduly burdensome. Plaintiffs propose that the parties negotiate a "sampling plan" for production. Plaintiffs have proposed no methodology to ensure that any proposed sampling would be representative of the universe of claims. Moreover, as explained below, consideration of sampling as an alternative to full discovery is premature, at best.

Plaintiffs' document production – which appears to consist almost entirely of Plaintiffs' responses to requests Cigna made in the ordinary course of business for medical records supporting individual claims – encompasses only a fraction of the 4,400-plus claims for which Plaintiffs allege they are entitled to damages. Cigna is entitled to obtain documents and information about all of the claims at issue in this action. Plaintiffs' preference for "other discovery procedures" is not germane.

During our March 3, 2021 initial/pre-motion conference you advised Judge Arterton that plaintiffs would be providing significant detail about the individual claims at issue and the amounts sought in connection with those claims. Yet the Amended Complaint does not contain any of that detail, and you have not provided the required damages analysis that you stated you were working on.

In previous litigation concerning out-of-network providers seeking payment on multiple claims, your firm has routinely filed complaints with a spreadsheet listing each of the claims at issue and providing the type of information requested in this interrogatory. To comply with Interrogatory 1, please provide a similar spreadsheet with responsive information on each person for whom Plaintiffs seek recovery in this action. In addition, Plaintiffs should provide, at a minimum, lab requisition forms and test reports for each person and test for which Plaintiffs seek recovery.

B. Plaintiffs' Administrative Staff.

Interrogatory 2: For each drive-through or walk-in testing site identified in paragraph 43 of the Complaint, identify by name, address, position held, employer (if any), and dates of service any and all clinical and administrative staff utilized to "operate the site and perform the testing," including but not limited to physicians, medical students, physician assistants, nurse practitioners, registered nurses, medical assistants, registrars, coordinators, IT staff, and any volunteers.

Request 5: All documents, including, but not limited to, any emails, schedules, contracts and/or consulting agreements, concerning the work schedules, compensation, job duties and responsibilities of each person performing services at each COVID-19 testing site

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that is subject to the Complaint (including You, employees or agents of the Murphy Practice, vendors, contractors and volunteers).

Plaintiffs' response to Interrogatory 2 refers Cigna to the documents to be produced in response to Request 5. However, Plaintiffs' response to Request 5, proposes producing only "employee lists and job responsibilities, if any, for employees who worked at the relevant COVID testing sites." Plaintiffs' response is inadequate. Plaintiffs seek reimbursement from Cigna for medical services allegedly provided to 4,400 Cigna enrollees. Cigna is entitled to know what individuals provided the billed services, including if they were volunteers. Accordingly, it is critical to understand who was working at particular sites on particular dates and times, and what their responsibilities were.

Moreover, Plaintiffs' production to date does not include ***any*** employee lists or documents regarding job responsibilities, even though the Amended Complaint expressly alleges that plaintiffs developed "extensive protocols and procedures to ensure the sites were effectively and efficiently operating, and all safety, infection control, OSHA, and CDC guidance were observed." (Amended Complaint, ¶ 24). Plainly, documents referring or relating to those "extensive protocols and procedures" should have been produced.

C. Plaintiffs' Contracts for Testing.

Interrogatory 3: For each city, town, organization or facility with which You contracted or otherwise established a relationship for purposes of providing COVID-19 testing and testing-related services, identify the primary contact person(s), describe the financial terms of each such relationship, state when each relationship ended as alleged in Paragraphs 68 and 136 of the Complaint and the stated reason for each termination.

Plaintiffs refused to respond to this Interrogatory. The Complaint alleges that "several cities, towns, and facilities have ended their relationships with the Murphy Practice and Dr. Murphy as a direct result of Cigna's malicious efforts." Complaint, ¶¶ 68, 136; Amended Complaint, ¶¶ 99, 200. Plaintiffs cannot seek damages flowing from the termination of its alleged "relationships," and then refuse to provide information about the nature of those relationships.

D. Plaintiffs' Covid Testing Investment.

Interrogatory 4: Describe in detail, as alleged in paragraph 2 of the Complaint the investments You made of, "hundreds of thousands of dollars to transition [the practice] to set up COVID-19 testing sites throughout Southwestern Connecticut and the Hudson

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Valley," and identify each person or entity who provided any of those funds, including the details and amounts of such funding arrangements.

Plaintiffs object that this Interrogatory is "beyond the narrow scope of the issues in this litigation." Plaintiffs' allegation in paragraph 2 makes such alleged "investments" an issue subject to discovery in the litigation. Although Plaintiffs refer Cigna generally to Plaintiffs' document production, no responsive documents have been provided.

E. Plaintiff's Covid Clinical Information.

Interrogatory 5: Identify any and all peer reviewed literature, other expert literature, clinical research, and "other authoritative sources" that You relied on to determine the "up-to-date clinical guidance" concerning COVID-19 testing as alleged in paragraphs 3, 38, 39 and 42 of the Complaint.

Plaintiffs object that Cigna should have this information. Cigna is well aware of its clinical guidance concerning COVID testing. What Cigna seeks to discover is the "authoritative sources" and "up-to-date clinical guidance" on which ***Plaintiffs*** allegedly relied on in allegedly designing their COVID-19 testing protocols. Plaintiffs then refer Cigna generally "to its document production," but no responsive documents have been provided.

F. Plaintiff's Laboratory Operation and Equipment.

Interrogatory 6: For the laboratory located at 30 Buxton Farm Road in Stamford and any other laboratory in which You have any ownership interest or control, state and/or describe the date it began operation, the laboratory's organizational structure (i.e., sole proprietorship, corporation, LLC, etc.), all parties having ownership interest in or control over the laboratory, any and all state and/or federal licenses issued to the laboratory, and describe the laboratory's operations. If the laboratory has ceased operations, state the date it ceased operating and the reason why.

Request 2: All documents or agreements concerning the ownership, management and/or operation of the entities in the Murphy Practice and in the laboratory located at 30 Buxton Farm Road in Stamford, Connecticut, including but not limited to purchase agreements, partnership agreements, certificates of incorporation, by laws, membership agreements, and corporate books and records for the last five (5) years.

Plaintiffs have alleged, as part of their claims, that the Murphy Practice "operates a state-licensed physician office laboratory located at 30 Buxton Farms Road," and that it used this laboratory for

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many tests for which it seeks payment in this action. Complaint, ¶¶ 34, 49-50. Plaintiffs agreed, in response to Interrogatory 6, to disclose "relevant ownership information," thus acknowledging this information is relevant to Plaintiffs' claims. Nonetheless, Plaintiffs object to production of any documents regarding ownership, management, etc. in response to Request 2, and no ownership documents of any kind have been provided. Accordingly, Plaintiffs' position on discovery of lab-related information is inconsistent. Cigna is entitled to both information ***and*** documents concerning the laboratory through which Plaintiffs billed Cigna for testing. These requests are not remotely burdensome, and are plainly proportional to the needs of the case.

> **Interrogatory 7:** Describe the modifications that You made to BioFire equipment to use it for COVID-19 testing as alleged in paragraph 37 of the Complaint. Include in your description whether BioFire was aware of such modifications and identify any person who made, assisted in making, or provided advice or other assistance concerning the modifications.

Plaintiffs' objection is grounded on the assertion that Cigna must either obtain responsive information through a deposition, or waive its right to a deposition on this subject. This condition has no basis in the Federal Rules. Plaintiffs have specifically alleged that they made modifications to their equipment to allow COVID-19 testing. Cigna is entitled to fact discovery regarding what those modifications were and how they were made. To the extent a complete interrogatory response leads to questions asked in a deposition, that is entirely appropriate.

G. <u>Plaintiffs' Practice and Professional Status</u>.

> **Interrogatory 9:** Identify (by name and address) any hospitals, clinics, laboratories or other health care institutions at which Dr. Murphy held privileges, with which Dr. Murphy was affiliated, or by which Dr. Murphy was were employed in the last five (5) years, including the specific dates you held such privileges, affiliations or employment. If Dr. Murphy's privileges were suspended or terminated by any of the entities identified, include the dates of such suspension or termination and the reason for the suspension or termination.

> **Interrogatory 10:** Identify each and every legal action (including any administrative actions or proceedings) within the last ten (10) years in which You have ever been a named party, or in which You or any Representative has testified or have been asked to testify or provide information. For each legal or administrative action, identify the nature of the action, including but not limited to the name and docket or case number of the action, the court or agency where the action was brought or is pending, and whether the action is still active or has been resolved.

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Interrogatory 11: Identify each and every licensure, disciplinary, health care facility privileges and staff privileges action involving You in any jurisdiction.

Interrogatory 15: State whether You have been (or continue to be) the subject of any municipal, state, federal or insurer reimbursement audits, regulatory inquiry or investigation, governmental investigation, state or federal, civil or criminal investigation , and describe the details of and status of each such audit, inquiry or investigation.

Interrogatory 16: Identify all liens, encumbrances, UCC financing statements, debt instruments, judgments or attachments filed or entered against You from January 1, 2019 to the present.

Request 15: All documents concerning or evidencing Your employment, privileges and/or affiliation with the hospitals, clinics, laboratories or other health care institutions, including licensure or disciplinary matters for the last five (5) years.

Request 18: All documents concerning legal or administrative actions or proceedings identified in response to Interrogatory No. 10.

Request 19: All documents concerning federal and state liens, encumbrances, debt instruments, judgments or attachments against You or the Murphy Practice identified in response to Interrogatory No. 16.

Plaintiffs object to these interrogatories and requests as irrelevant and "beyond the narrow scope of the issues in this litigation." To the contrary, it is Plaintiffs' interpretation of their discovery obligations that is overly narrow. Cigna is entitled to take discovery on not only the allegations in the Complaint (which include allegations regarding Dr. Murphy's education, experience and medical appointments, Complaint, ¶¶ 31-33; Amended Complaint, ¶¶ 18-20), but also to obtain information that Cigna may use to defend against Plaintiffs' claims. Information concerning the financial status of Plaintiff's practice and the professional status of Dr. Murphy is relevant to both potential counterclaims as well as defenses Cigna may raise concerning the benefit claims at issue in this case.

In further support of the relevance of these discovery requests, Plaintiffs have alleged injury, and seek compensatory and punitive damages, for "defamatory and malicious statements" that Cigna allegedly made against Plaintiffs. Plaintiffs have put at issue in this case their reputation and standing in the relevant communities, and therefore discovery into about investigations, audits, prosecutions, credit issues, *etc.* is relevant to Plaintiffs' claims and Cigna's defenses.

H. Electronically Stored Information and Social Media.

Interrogatory 12: Identify each email account, web site and/or internet domain that You utilized, owned, controlled or managed from January 1, 2019 to the present.

Interrogatory 13: Identify any online social or professional networking or photo/video sharing sites (i.e., Facebook, LinkedIn, Instagram, Twitter, etc.) on which You maintain or have maintained an account or profile from January 1, 2019 to the present, the dates for which such accounts or profiles were maintained, any user names and/or email addresses associated with such accounts or profiles.

Request 20: All documents concerning any edits, revisions or updates made from January 1, 2020 to the present on any web pages, blogs, advertisements, or other promotional material.

Plaintiffs have alleged that, under the Section 3202 of the CARES Act, Cigna is "obligated to pay the provider its cash price for providing" COVID-19-related services. Complaint, ¶¶ 75-76. Section 3202(a)(2) of the CARES Act requires payment of a cash price only "***as listed by the provider on a public internet website***," and 3202(b)(1) mandates that providers like Plaintiffs "shall make public the cash price for such test on a public internet website." Plaintiffs seek to recover the cash prices for COVID-19 testing services. Cigna is entitled to discovery regarding the email, web-site or other electronic media resources that Plaintiffs used to manage their business, including any cash price(s) posted by Plaintiffs, and whether, how and when those prices changed. In addition, these requests seek information concerning how, and to whom, Plaintiffs marketed and/or described its COVID-19 services, and their communications about those services.

Moreover, Plaintiffs have alleged that they established a "registration portal" through which at least some patients registered for testing and were advised of various legal issues, and on which test results were posted. Complaint, ¶ 53; Amended Complaint, ¶¶ 41, 79.

Further, Cigna requests discovery about email addresses and social media sites. The information is relevant, and responding is not burdensome. Furthermore, discovery concerning the existence and maintenance of electronically stored information is a routine part of virtually any moderately complex case, as recognized by the Local Rules requiring parties to address a protocol for ESI. Regarding Request 20, Cigna is willing to narrow its request to the so-called electronic portal, as well as web pages, blogs, ads and other promotional material (including online videos) in which or on which Plaintiffs discussed COVID-19, COVID-19 testing services, or its cash prices for COVID-19 services.

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I. Persons With Knowledge.

Interrogatory 17: State the name and address of all persons who provided information concerning answers to these interrogatories and identify all persons You know to have knowledge of relevant facts pertaining to the allegations in the Complaint, and for each person, set forth in full and complete detail the specific information of which each person identified has knowledge.

This is a standard interrogatory seeking the identity of witnesses with knowledge of relevant facts. Plaintiffs' objection to this Interrogatory is not well grounded. In fact, Cigna notes that the Initial Disclosure obligations impose much the same requirement on Plaintiffs, and Plaintiffs' failure to comply with that Initial Disclosure requirement reinforces the need to respond to this Interrogatory.

J. Benefit Assignment Documents.

Request 10: All documents concerning assignment of benefits, authorization or other documents executed by Cigna's members or beneficiaries to You or the Murphy Practice on all benefit claims at issue as alleged in Paragraphs 90-91 and 101 of the Complaint.

Plaintiffs have refused to produce any documents responsive to Request 10, which goes to the heart of Plaintiffs' reimbursement claims against Cigna. Plaintiffs assert ERISA claims against Cigna, seeking benefits payable under health plans in which the unnamed individuals Plaintiffs allegedly tested are allegedly participants or beneficiaries. The law is clear that Plaintiffs have no standing to assert an ERISA claim on behalf of any participant or beneficiary unless Plaintiffs have a valid assignment from that person. The Complaint plainly asserts that Plaintiffs are proceeding as "the assignee of its patients." Complaint, ¶¶ 90, 91. Plaintiffs have no basis to assert that there is no obligation to produce the assignments on which it is relying for standing to assert its ERISA claims.[1]

K. Other Payor Reimbursements.

Request 14: All documents concerning any actions by or on behalf of any health plan administered by an entity other than Cigna to deny, investigate, flag or otherwise refuse to pay Your bills for COVID-19 testing services.

[1] Though the Amended Complaint alleges that assignments might not be necessary, it still alleges that Plaintiffs are the recipients of assignments from "many patients," and that it is proceeding as an assignee. Amended Complaint, ¶¶ 78, 117, 134, 135. Plaintiffs obviously were unwilling to drop their allegations that they are assignees of patients, and Cigna is entitled to determine which patients provided assignments and what those assignments say.

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Plaintiffs object to production of any documents in response to this Request. Plaintiffs have alleged that they "tested and provided medical treatment and care to over 28,000" of the "over 65,000" patients with whom they allegedly had "encounters." Complaint, ¶ 4. Plaintiffs single out only Cigna for the assertion that it allegedly "has not honored its obligation to reimburse the Murphy Practice." *Id.*, ¶ 6. Plaintiffs assert that these testing services, protocols, and clinical guidelines essentially represent the industry standard (i.e., the most "up-to-date"). Cigna is entitled to test that assertion by obtaining documents regarding potential concerns other health plan administrators have raised with respect to Plaintiffs' claims for COVID reimbursement.

L. Media Communications.

Request 21: All documents concerning communications between You and the media concerning the status of Cigna's reimbursement for their COVID-19 testing-related services.

Plaintiffs have alleged injury, and seek compensatory and punitive damages, for "defamatory and malicious statements" that Cigna allegedly made against Plaintiffs. Plaintiffs have also alleged that they received "accolades" from "the media." Complaint, ¶ 5. Media context and communications are relevant to the claims and defenses pertaining to the defamation, and Plaintiffs should comply.

M. Limitations Based on "Relevance."

Request 3: All documents concerning any city, town, organization or facility with which You contracted or otherwise established a relationship for purposes of providing COVID-19 testing and testing-related services, including communications with them, and the termination by cities, towns organizations and facilities of their relationships with You, as alleged in Paragraph 68 of the Complaint.

Request 4: All documents concerning loans, investment agreements, or other financial arrangements You undertook or obtained in connection with raising the "hundreds of thousands of dollars" spent to construct, establish and/or operate the COVID-19 testing sites as alleged in paragraphs 2 and 62 of the Complaint.

Request 6: All documents concerning the Murphy Practice's development of "extensive protocols and procedures to ensure the [COVID-19 testing] sites were effectively and efficiently operating, and all safety, infection control, OSHA, and CDC guidance were observed" and of "a comprehensive approach to COVID-19 testing and treatment" as alleged in Paragraphs 42 and 45 of the Complaint.

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Request 7: All documents concerning peer-reviewed literature, other scientific literature, clinical research, and "other authoritative sources" that You used to determine "up-to-date clinical guidance" concerning COVID-19 testing as alleged in paragraphs 3, 33, 39, and 42 of the Complaint.

Request 8: All documents concerning any instructions, guidance, policies, procedures, or training provided to individuals who performed services at each of Plaintiffs' COVID-19 testing sites, whether as an employee, independent contractor, vendor, or volunteer, including the CPT and/or ICD codes to be used for billing COVID-19 testing-related services.

Request 9: All documents and communications concerning Your and the Murphy Practice's cash prices for COVID-19 testing and COVID-19 related services, including changes to same, including the date(s) when such prices were publicly available, and where they were publicly available.

Request 11: All documents concerning communications between You and Cigna concerning reimbursement for COVID-19 related testing as alleged in Paragraphs 57 and 59-61 of the Complaint.

Request 12: All documents concerning Cigna's communications to patients concerning their personal responsibility for the Murphy Practice's charges as alleged in Paragraph 66 of the Complaint.

Request 13: All documents concerning communications, including but not limited to complaints, that You received from patients, testing site sponsors and "others" as alleged in Paragraph 65 of the Complaint.

Request 16: All documents concerning state and/or federal licenses issued to the laboratory located at 30 Buxton Farm Road in Stamford, the laboratory's establishment, operation and termination, if applicable.

Request 17: All documents concerning the modifications You made to BioFire equipment to use it for COVID-19 testing as alleged in paragraph 37 of the complaint and/or identified in response to Interrogatory No. 7.

Request 22: All documents concerning Cigna's waiver and/or estoppel of anti-assignment provisions against You as alleged in Paragraph 93 of the Complaint.

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> **Request 23:** Copies of written "defamatory and malicious statements" made by Cigna as alleged in Paragraphs 15 and 134-135 of the Complaint.

In response to each of these Requests, Plaintiffs stated that they "will produce relevant documents concerning" the subject of the Requests. The intent of this response is unclear, made more so by the fact that Plaintiffs have not produced any documents responsive to any of these Requests. Plaintiffs are obligated to produce all documents responsive to a request, unless privileged. Accordingly, if Plaintiffs seek to assert that there are documents responsive to any of these requests that are being withheld on the ground that they are somehow not "relevant," then Plaintiffs are obligated to "state whether any responsive materials are being withheld on the basis of the objection." Rule 34(b)(2)(C).

* * *

In order to allow us to move forward with discovery, Cigna requests that Plaintiffs respond in writing by April 9, 2021. After Cigna receives this written response, the parties can schedule a meet and confer conference as needed.

Sincerely,

Patrick W. Begos

EXHIBIT F

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FILE NO.: 15490.0005

April 9, 2021

Via Email

Patrick W. Begos, Esq.
Robinson + Cole
1055 Washington Boulevard
Stamford, Connecticut 06901-2249

Re: Murphy Medical Associates, LLC et al. v. Cigna Health and Life Insurance Company et al. – Case No. 3:20-cv-01675

Dear Patrick:

As you know, we represent Plaintiffs, Murphy Medical Associates, LLC, Diagnostic and Medical Specialists of Greenwich, LLC, North Stamford Medical Associates, LLC, Coastal Connecticut Medical Group, LLC, and Steven A.R. Murphy, MD (collectively the "Murphy Practice") in the referenced actions. We write in response to your deficiency letter, dated April 1, 2021.

Initially, we note that your letter merely recites picayune discovery rules without identifying any genuine deficiencies in the Murphy Practice's responses to Cigna's Request of Interrogatories. Accordingly, we do not think Point I or Point II.M of your letter warrant a response. We can discuss those points at the parties' meet and confer. As for your other points, we respond to the alleged deficiencies below.

The Murphy Practice Has Produced A Chart Identifying Relevant Claims

Interrogatory and Request No 1. requests that the Murphy Practice identify the relevant claims in this lawsuit. Further, in Cigna's letter, it requests a "spreadsheet listing each of the claims at issue and providing the type of information request in this interrogatory." *See* Cigna Letter, dated April 1, 2021 at p. 3. On April 9, 2021, we produced the requested spreadsheet. The spreadsheet provides you all claims at issue as of March 24, 2021.[1] Among other things, for each

[1] The Murphy Practice reserves the right and will be supplementing the spreadsheet thought out the course of the litigation.

claim in the spreadsheet, the Murphy Practice has provided Cigna the patient name, service date, CPT code, CPT descriptions, amount billed, payment, and balance. The Murphy Practice believes that this chart is a sufficient response to Interrogatory and Request No 1. As for the medical records, the Murphy Practice has agreed to a meet and confer to determine the sampling procedures for the medical records production. We further note that, in response to Cigna's demand for medical records with regard to every single claim the Murphy Practice has submitted, many of these records are already in Cigna's possession. The parties can also discuss procedures for the production of assignment of benefits. *See* Request No. 10.

Cigna's Request For Administrative Staff Schedules And Various Other Documents Is Overbroad And Irrelevant

Interrogatory No. 2 and Request No. 5 concern the staff who worked for the Murphy Practice and administered the Covid tests. These requests are patently overbroad as they request "emails, schedules, contracts and/or consulting agreements, concerning the work schedules, compensation, job duties and responsibilities of each person performing services at each COVID-19 testing site." *See* Requests No. 5. Due to the overbreadth and irrelevance of the requests, as a sign of good faith, in the Murphy Practice's responses, we proposed a compromise that the Murphy Practice will produce "employee lists and job responsibilities, if any, for employees who worked at the relevant Covid testing sites." *See* Response to Request No. 5. The Murphy Practice will make this production by April 23, 2021. If Cigna would like to narrow this request, the Murphy Practice is willing to meet and confer on the subject.

The Murphy Practice Has Produced The Relevant Contracts With Municipalities For Covid Testing

Interrogatory No. 3 concerns the contracts that the Murphy Practice had with municipalities for Covid testing. On April 9, 2021, the relevant contracts were produced.

Cigna's Request For Information About Funding Sources Is Irrelevant

Interrogatory No. 4 requests that the Murphy Practice describe the "hundreds of thousands of dollars to transition [the practice] to set up COVID-19 testing sites throughout Southwestern Connecticut and the Hudson Valley." *See* Interrogatory No. 4. This request is vague and irrelevant. The statement stands for itself the Murphy Practice invested hundreds of thousands of dollars to start its Covid testing operation. Nevertheless, to the extent that Cigna is seeking to determine if any entity besides the Murphy Practice invested in the testing sites, Dr. Murphy will amend its response.

The Murphy Practice Has Produced Information Concerning Their Ownership In 30 Buxton Road

Interrogatory No. 6 and Request No. 2 request information concerning the ownership of 30 Buxton Road. The Murphy Practice has already disclosed that "Steven Murphy, MD rents space at 30 Buxton Road. Steven Murphy, MD also has full ownership of the laboratory company." *See* Response to Interrogatory No. 6. Cigna argues that it is entitled to documents concerning the ownership interest. The Murphy Practice believes their response is sufficient and it is unclear why other information is relevant to this action. Accordingly, the Murphy Practice will meet and confer on this request.

Interrogatories Concerning Biofire Machine Are Moot Due To The Amended Complaint

Interrogatory No. 7 requests that the Murphy Practice describe the modifications that it made to the BioFire machine as alleged in paragraph 27 of the complaint. The Murphy Practice refers Cigna to the Amended Complaint as these allegations have been removed. Accordingly, Interrogatory No. 7 is moot.

The Murphy Practice's Financial Status and Dr. Murphy's Professional History Is Not Relevant

Interrogatory Nos. 9-11, 15-16 and Request Nos. 15 and 18-19 concerns the Murphy Practices financial status and inquire about Dr. Murphy's staff privileges. These requests are all irrelevant. This lawsuit is a reimbursement action whereby Cigna is unjustifiably refusing to reimburse the Murphy Practice for medical necessary Covid testing. As Cigna has minimally reimbursed the Murphy Practice for some of these tests, there is no dispute that the Murphy Practice is licensed and can bill for such services. Accordingly, these requests are irrelevant. Similarly, as the Murphy Practice is seeking reimbursement from Cigna, the Murphy Practice's financial status is irrelevant.

Cigna's Requests to Obtain Competitor Information is Inappropriate

Request No. 14 requests documents concerning the actions taken by other insurance companies in response to the Murphy Practice's submission of Covid related claims. This request is irrelevant and is nothing more than Cigna seeking to inappropriately and illegally access information on its competitors.

The Murphy Practice Will Amend
The Following Responses

Interrogatory No. 5 concerns the literature that Dr. Murphy used as clinical guidance for his testing procedures. Plaintiff will produce relevant literature that the Murphy Practice has in its possession, custody, or control by April 23, 2021.

Interrogatory Nos. 17 requests witnesses that may have relevant facts. Plaintiff will amend this response by April 23, 2021.

Request No. 21 concerning communication with the media concerning Cigna. Plaintiff will produce relevant communications concerning Cigna, if any, to the media by April 23, 2021.

Interrogatory Nos. 12 and 13 concern the Murphy Practice's email and social medical presence. We will amend these responses to identify relevant corporate email accounts, websites, and social media sites.

Request No. 20 concerns edits made to corporate websites. We are attempting to see if this information is possible to produce and will hopefully have an update for you at the meet and confer.

* * *

As stated above, the Murphy Practice is willing to meet and confer to address the foregoing matters. Please advise as to your availability, and we will coordinate a time for us to talk.

Sincerely,

Michael J. Keane, Jr.

MJK/lmr

EXHIBIT G

Robinson+Cole

PATRICK W. BEGOS

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Also admitted in New York

Via Electronic Mail (jmartin@garfunkelwild.com)

June 1, 2021

John G. Martin, Esq.
Garfunkel Wild, P.C.
111 Great Neck Road
Great Neck, NY 11021

Re: Murphy Medical Associates, LLC v. Cigna Health and Life Insurance Company

Dear John:

I am writing to confirm the commitments and statements that you made during our May 12, 2021 meet and confer conference concerning the deficiencies in Plaintiffs' responses to Cigna's First Set of Interrogatories ("Interrogatories") and First Request for Production of Documents ("Requests").

You stated that no information or documents were withheld from production in response to the Interrogatories and Requests due to General Objection 5.

You withdrew General Objection 9 and agreed to address the relevance of each individual Interrogatory and Request at issue.

You stated that the "damages spreadsheet," which Plaintiffs produced on April 9, 2021, includes all the disputed claims through the date of that spreadsheet currently known to Plaintiffs. Regarding Cigna's demand that additional information be provided regarding the people tested and the claims, you stated that Plaintiffs contacted a vendor to ascertain a feasible way to collect that information from Plaintiffs' records and billing systems. You have not provided an update on that effort to date.

You agreed to produce information and documents regarding Plaintiffs' administrative staff, including the volunteers, in response to Interrogatory 2 and Request 5.

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You stated that there are no documents referring or relating to the alleged "extensive protocols and procedures to ensure the [COVID-19 testing] sites were effectively and efficiently operating, and all safety, infection control, OSHA, and CDC guidance were observed" in response to Request 6, as Plaintiffs did not reduce such protocols and procedures to writing.

You stated that Plaintiffs have produced all contracts with each city and town in response to Interrogatory 3 and Request 3. You agreed to produce Plaintiffs' contracts with non-municipal organizations and facilities that operated COVID-19 testing sites.

You agreed to consider production of a summary document kept in the ordinary course of business regarding Plaintiffs' COVID-19 testing investments, including the type and size of the investments, in response to Interrogatory 4 and Request 4.

You agreed to produce Plaintiff's COVID-19 clinical information requested in Interrogatory 5.

You agreed to produce communications between Plaintiffs and their outside consultant regarding maintenance of and changes to their website(s) throughout the time period at issue in response to Interrogatories 12-13 and Request 20.

You agreed to search for documents concerning Plaintiffs' communications with the media in response to Request 21.

If you find anything in this letter to be incomplete or inaccurate, please provide your correction(s) by June 4, 2021.

Sincerely,

Patrick W. Begos

EXHIBIT H

Patient	Service Date	Claim Date	CPT Code	CPT Description	Modifier 1	Modifier 2	Modifier 3	Modifier 4	ICD1 Code	ICD1 Name	ICD2 Code	ICD2 Name	ICD3 Code	ICD3 Name	ICD4 Code	ICD4 Name	Billed Charge	Payment	Contractual Adjustment	Writeoff Adjustment	Fee Schedule Allowed Fee	Charge Allowed Fee	Payment Allowed	Balance
[redacted]	Mar 10, 2020	43993	87633	RESP VIRUS 12-25 TARGETS	59	91	CS		Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	1,500	0	0	0	663.47	663.47	0	1,500
[redacted]	Mar 10, 2020	43993	99202	Office Visit, New Pt., Level 2	25	CS			Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	234	0	0	0	78.05	78.05	0	234
[redacted]	Mar 10, 2020	43993	99401	PREV MED COUNSEL, INDIV 15 MIN	33	CS			Z71.89	Other specified counseling							130	0	0	0	0	0	0	130
[redacted]	Mar 10, 2020	43916	99401	PREV MED COUNSEL, INDIV 15 MIN	33	CS			R53.81	Other malaise	Z71.3	Dietary counseling and surveillance					130	130	0	0	0	0	199.87	0
[redacted]	Mar 10, 2020	43916	87633	RESP VIRUS 12-25 TARGETS	QW	59	91	CS	Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	1,000	1,000	0	0	663.47	663.47	1,800	0
[redacted]	Mar 10, 2020	43916	99203	Office Visit, New Pt., Level 3	25	CS			Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	340	272	68	0	113.18	113.18	482.1	0
[redacted]	Mar 10, 2020	43916	99401	PREV MED COUNSEL, INDIV 15 MIN	33	CS			R53.81	Other malaise	Z71.3	Dietary counseling and surveillance					130	130	0	0	0	0	199.87	0
[redacted]	Mar 10, 2020	43916	87633	RESP VIRUS 12-25 TARGETS	QW	59	91	CS	Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	1,000	1,000	0	0	663.47	663.47	1,800	0
[redacted]	Mar 10, 2020	43916	99203	Office Visit, New Pt., Level 3	25	CS			Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	340	272	68	0	113.18	113.18	482.1	0
[redacted]	Mar 10, 2020	43920	99401	PREV MED COUNSEL, INDIV 15 MIN	33	CS			R53.81	Other malaise	Z71.89	Other specified counseling					130	130	0	0	0	0	199.87	0
[redacted]	Mar 10, 2020	43920	87633	RESP VIRUS 12-25 TARGETS	QW	59	91	CS	Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	1,000	1,000	0	0	663.47	663.47	1,800	0
[redacted]	Mar 10, 2020	43920	99202	Office Visit, New Pt., Level 2	25	CS			Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	234	175	59	0	78.05	78.05	319.74	0
[redacted]	Mar 10, 2020	43920	87633	RESP VIRUS 12-25 TARGETS	QW	59	91		B34.9	Viral infection, unspecified	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	1,000	800	200	0	663.47	663.47	800	0

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[redacted]	Mar 10, 2020	43920	99202	Office Visit, New Pt., Level 2	25				B34.9	Viral infection, unspecified	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	234	144.74	89.26	0	78.05	78.05	144.74	0
[redacted]	Mar 10, 2020	43920	99401	PREV MED COUNSEL, INDIV 15 MIN	33				Z71.89	Other specified counseling	R53.81	Other malaise					130	69.87	60.13	0	0	0	69.87	0
[redacted]	Mar 10, 2020	43920	87633	RESP VIRUS 12-25 TARGETS	59	91	CS		Z20.828	Contact with and (suspected) exposure to other viral communicable diseases							1,500	0	0	0	663.47	663.47	0	1,500
[redacted]	Mar 10, 2020	43920	99203	Office Visit, New Pt., Level 3	25	CS			Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	R50.9	Fever, unspecified	R05	Cough	R53.81	Other malaise	340	0	129.9	0	113.18	113.18	420.2	210.1
[redacted]	Mar 10, 2020	43920	99401	PREV MED COUNSEL, INDIV 15 MIN	33	CS			Z71.3	Dietary counseling and surveillance							130	0	60.13	0	0	0	139.74	69.87
[redacted]	Mar 10, 2020	43928	87633	RESP VIRUS 12-25 TARGETS	QW	59	91	CS	Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R05	Cough	R50.9	Fever, unspecified	1,000	800	200	0	663.47	663.47	2,400	0
[redacted]	Mar 10, 2020	43928	99202	Office Visit, New Pt., Level 2	25	CS			Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R05	Cough	R50.9	Fever, unspecified	234	144.74	89.26	0	78.05	78.05	434.22	0
[redacted]	Mar 10, 2020	43928	99401	PREV MED COUNSEL, INDIV 15 MIN	33	CS			Z71.3	Dietary counseling and surveillance							130	69.87	60.13	0	0	0	209.61	0
[redacted]	Mar 10, 2020	43915	99401	PREV MED COUNSEL, INDIV 15 MIN	33	CS			R53.81	Other malaise	Z71.3	Dietary counseling and surveillance					130	86.38	136.6	0	0	0	185.1	-92.98
[redacted]	Mar 10, 2020	43915	87633	RESP VIRUS 12-25 TARGETS	QW	59	91	CS	Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	1,000	148.7	500	0	663.47	663.47	2,250	351.3
[redacted]	Mar 10, 2020	43915	99203	Office Visit, New Pt., Level 3	25	CR	CS		Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	340	0	386.03	0	113.18	113.18	443.53	-46.03
[redacted]	Mar 10, 2020	43909	87633	RESP VIRUS 12-25 TARGETS	59	91	CS		Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	R50.9	Fever, unspecified	R05	Cough	R53.81	Other malaise	1,500	0	0	0	663.47	663.47	0	1,500
[redacted]	Mar 10, 2020	43909	99401	PREV MED COUNSEL, INDIV 15 MIN	33	CS			Z71.3	Dietary counseling and surveillance							130	0	60.13	0	0	0	139.74	69.87
[redacted]	Mar 11, 2020	43909	87633	RESP VIRUS 12-25 TARGETS	59	91	CS		R50.9	Fever, unspecified							1,500	423.01	0	0	663.47	663.47	1,000	1,076.99
[redacted]	Mar 11, 2020	43909	99214	Office Visit, Est Pt., Level 4	25	CR	CS		Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	R50.9	Fever, unspecified	R05	Cough	R53.81	Other malaise	350	0	115	0	111.65	111.65	235	235

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[redacted]	Mar 11, 2020	43909	99401	PREV MED COUNSEL, INDIV 15 MIN	33	CS			Z71.3	Dietary counseling and surveillance	Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	R50.9	Fever, unspecified			130	78	0	0	0	0	130	52
[redacted]	Mar 11, 2020	43909	87633	RESP VIRUS 12-25 TARGETS	QW	59	91	CS	Z20.828	Contact with and (suspected) exposure to other viral communicable diseases							1,000	1,167	-115	0	663.47	663.47	0	-52
[redacted]	Mar 11, 2020	43909	99214	Office Visit, Est Pt., Level 4	25	CR	CS		Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	350	120	230	0	111.65	111.65	470	0
[redacted]	Mar 11, 2020	43909	99401	PREV MED COUNSEL, INDIV 15 MIN	33	CS			Z71.3	Dietary counseling and surveillance	B97.29	Other coronavirus as the cause of diseases classified elsewhere	Z20.828	Contact with and (suspected) exposure to other viral communicable diseases			130	78	0	0	0	0	130	52
[redacted]	Mar 11, 2020	43909	87633	RESP VIRUS 12-25 TARGETS	QW	59	91		B97.29	Other coronavirus as the cause of diseases classified elsewhere							1,000	1,227.65	-305.65	0	663.47	663.47	2,000	78
[redacted]	Mar 11, 2020	43909	99214	Office Visit, Est Pt., Level 4	25	CR			Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	350	235	115	0	111.65	111.65	470	0
[redacted]	Mar 11, 2020	43909	99401	PREV MED COUNSEL, INDIV 15 MIN	33				Z71.3	Dietary counseling and surveillance	Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere			130	208	0	0	0	0	260	-78
[redacted]	Mar 11, 2020	43909	99214	Office Visit, Est Pt., Level 4	25				B34.9	Viral infection, unspecified	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	350	0	0	0	111.65	111.65	0	350
[redacted]	Mar 11, 2020	43909	87633	RESP VIRUS 12-25 TARGETS	QW	59	91		B97.29	Other coronavirus as the cause of diseases classified elsewhere	B34.9	Viral infection, unspecified	R50.9	Fever, unspecified			1,000	0	0	0	663.47	663.47	0	1,000
[redacted]	Mar 11, 2020	43909	99401	PREV MED COUNSEL, INDIV 15 MIN	33				Z71.3	Dietary counseling and surveillance							130	0	0	0	0	0	0	130
[redacted]	Mar 11, 2020	43909	87633	RESP VIRUS 12-25 TARGETS	QW	59	91		B97.29	Other coronavirus as the cause of diseases classified elsewhere							1,000	1,191.18	500	0	663.47	663.47	2,250	-691.18
[redacted]	Mar 11, 2020	43909	99214	Office Visit, Est Pt., Level 4	25	CR			Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	350	144.41	411.18	0	111.65	111.65	433.23	-205.59
[redacted]	Mar 11, 2020	43909	99401	PREV MED COUNSEL, INDIV 15 MIN	33				Z71.3	Dietary counseling and surveillance	Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere			130	111.06	136.6	0	0	0	185.1	-117.66

Patient	Service Date	Claim Date	CPT Code	CPT Description	Modifier 1	Modifier 2	Modifier 3	Modifier 4	ICD1 Code	ICD1 Name	ICD2 Code	ICD2 Name	ICD3 Code	ICD3 Name	ICD4 Code	ICD4 Name	Billed Charge	Payment	Contractual Adjustment	Writeoff Adjustment	Fee Schedule Allowed Fee	Charge Allowed Fee	Payment Allowed	Balance
[redacted]	Mar 11, 2020	43902	99214	Office Visit, Est Pt., Level 4	95	CR	CS		Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R05	Cough	R53.83	Other fatigue	350	0	0	0	111.65	111.65	413.32	350
[redacted]	Mar 12, 2020	43920	87633	RESP VIRUS 12-25 TARGETS	QW	59	91		Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	1,000	800	200	0	663.47	663.47	800	0
[redacted]	Mar 12, 2020	43920	99202	Office Visit, New Pt., Level 2	25	CR			Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	234	144.74	89.26	0	78.05	78.05	144.74	0
[redacted]	Mar 12, 2020	43920	99401	PREV MED COUNSEL, INDIV 15 MIN	33				Z71.89	Other specified counseling	R53.81	Other malaise					130	69.87	60.13	0	0	0	69.87	0
[redacted]	Mar 12, 2020	43920	87633	RESP VIRUS 12-25 TARGETS	QW	59	91		B34.9	Viral infection, unspecified	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	1,000	1,000	0	0	663.47	663.47	0	0
[redacted]	Mar 12, 2020	43920	99202	Office Visit, New Pt., Level 2	25				B34.9	Viral infection, unspecified	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	234	234	0	0	78.05	78.05	0	0
[redacted]	Mar 12, 2020	43920	99401	PREV MED COUNSEL, INDIV 15 MIN	33				Z71.89	Other specified counseling	R53.81	Other malaise					130	130	0	0	0	0	0	0
[redacted]	Mar 12, 2020	43920	87633	RESP VIRUS 12-25 TARGETS	QW	59	91	CS	Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	1,000	800	200	0	663.47	663.47	800	0
[redacted]	Mar 12, 2020	43920	99202	Office Visit, New Pt., Level 2	25	CS			Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	234	144.74	89.26	0	78.05	78.05	144.74	0
[redacted]	Mar 12, 2020	43920	99401	PREV MED COUNSEL, INDIV 15 MIN	33	CS			Z71.89	Other specified counseling	R53.81	Other malaise					130	69.87	60.13	0	0	0	69.87	0
[redacted]	Mar 12, 2020	43920	87633	RESP VIRUS 12-25 TARGETS	QW	59	91		B34.9	Viral infection, unspecified	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	1,000	800	200	0	663.47	663.47	1,600	0
[redacted]	Mar 12, 2020	43920	99202	Office Visit, New Pt., Level 2	25				B34.9	Viral infection, unspecified	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	234	144.74	89.26	0	78.05	78.05	289.48	0
[redacted]	Mar 12, 2020	43920	99401	PREV MED COUNSEL, INDIV 15 MIN	33				Z71.89	Other specified counseling	R53.81	Other malaise					130	69.87	60.13	0	0	0	139.74	0

Patient	Service Date	Claim Date	CPT Code	CPT Description	Modifier 1	Modifier 2	Modifier 3	Modifier 4	ICD1 Code	ICD1 Name	ICD2 Code	ICD2 Name	ICD3 Code	ICD3 Name	ICD4 Code	ICD4 Name	Billed Charge	Payment	Contractual Adjustment	Writeoff Adjustment	Fee Schedule Allowed Fee	Charge Allowed Fee	Payment Allowed	Balance
[redacted]	Mar 12, 2020	43920	87633	RESP VIRUS 12-25 TARGETS	QW	59	91		B34.9	Viral infection, unspecified	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	1,000	800	200	0	663.47	663.47	800	0
[redacted]	Mar 12, 2020	43920	99202	Office Visit, New Pt., Level 2	25				B34.9	Viral infection, unspecified	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	234	144.74	89.26	0	78.05	78.05	144.74	0
[redacted]	Mar 12, 2020	43920	99401	PREV MED COUNSEL, INDIV 15 MIN	33				Z71.89	Other specified counseling	R53.81	Other malaise					130	69.87	60.13	0	0	0	69.87	0
[redacted]	Mar 12, 2020	43920	87633	RESP VIRUS 12-25 TARGETS	QW	59	91		B34.9	Viral infection, unspecified	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	1,000	800	200	0	663.47	663.47	800	0
[redacted]	Mar 12, 2020	43920	99202	Office Visit, New Pt., Level 2	25				B34.9	Viral infection, unspecified	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	234	144.74	89.26	0	78.05	78.05	144.74	0
[redacted]	Mar 12, 2020	43920	87633	RESP VIRUS 12-25 TARGETS	59	91		CS	Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	1,500	0	0	0	663.47	663.47	0	1,500
[redacted]	Mar 12, 2020	43920	99202	Office Visit, New Pt., Level 2	25	CS			Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	234	0	0	0	78.05	78.05	0	234
[redacted]	Mar 12, 2020	43920	99401	PREV MED COUNSEL, INDIV 15 MIN	33				Z71.89	Other specified counseling	R53.81	Other malaise					130	69.87	60.13	0	0	0	69.87	0
[redacted]	Mar 12, 2020	43920	99401	PREV MED COUNSEL, INDIV 15 MIN	33	CS			Z71.89	Other specified counseling	R53.81	Other malaise					130	0	0	0	0	0	0	130
[redacted]	Mar 12, 2020	43924	87633	RESP VIRUS 12-25 TARGETS	59	91	CS		Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	1,500	0	0	0	663.47	663.47	0	1,500
[redacted]	Mar 12, 2020	43924	99202	Office Visit, New Pt., Level 2	25	CS			Z20.828	Contact with and (suspected) exposure to other viral communicable diseases	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	234	0	0	0	78.05	78.05	0	234
[redacted]	Mar 12, 2020	43924	99401	PREV MED COUNSEL, INDIV 15 MIN	33	CS			Z71.89	Other specified counseling	R53.81	Other malaise					130	0	0	0	0	0	0	130
[redacted]	Mar 12, 2020	43920	87633	RESP VIRUS 12-25 TARGETS	QW	59	91		B34.9	Viral infection, unspecified	B97.29	Other coronavirus as the cause of diseases classified elsewhere	R50.9	Fever, unspecified	R05	Cough	1,000	800	200	0	663.47	663.47	1,600	0

EXHIBIT I

Diagnostic and Medical Specialists of Greenwich
Dr. Steven A.R. Murphy, MD
30 Buxton Farm Road
North Stamford, CT 06905
CLIA #: 07D2117210
COLA #: 27276
STATE OF CT ID: CL-0785

MURPHY MEDICAL ASSOCIATES
LABORATORY REQUISITION

PATIENT NAME (LAST, FIRST): [redacted]

DATE OF BIRTH: [redacted]

PATIENT ID #: 15153

DATE AND TIME OF COLLECTION: 8/16/20 9:24am

SOURCE OF SPECIMEN: NP SWAB

TESTING COMPLETED: (date and initial) 8/16/20 mdw

ORDERING PHYSICIAN: STEVEN A.R. MURPHY MD

DX: Z20.828, R51

TEST REQUESTED:

RT PCR BIOFIRE - Respiratory PANEL (includes COVID19)

RESULT: NONE DETECTED / NEGATIVE

RESULTS WILL BE POSITIVE WHEN SARS-CoV-2 IS DETECTED
RESULTS WILL BE NEGATIVE WHEN NOTHING IS DETECTED

INSTRUMENT PRINTOUT WILL BE ATTACHED TO REQUISITION.

Murphy Medical Associates
Diagnostic and Medical Specialists of Greenwich and Stamford
CT License Number CL-0785/CLIA 07D2117210
30 Buxton Farm Road, Suite 220
Stamford, CT 06905
Director Steven Murphy, MD

Patient: [redacted] DOB: [redacted] Age: 19 Gender: M
Patient ID: 00000000000659 Accession #: 2008160048 Drawn: 8/16/2020 Received: 8/16/2020

Test Name	Result
VIRUSES	
ADENOVIRUS	Not Detected
CORONAVIRUS 229E	Not Detected
CORONAVIRUS HKU1	Not Detected
CORONAVIRUS NL63	Not Detected
CORONAVIRUS OC43	Not Detected
SARS-CoV-2	Not Detected
METAPNEUMOVIRUS	Not Detected
RHINO/ENTEROVIR	Not Detected
INFLUENZA A	Not Detected
INFLUENZA B	Not Detected
PARAINFLUENZA 1	Not Detected
PARAINFLUENZA 2	Not Detected
PARAINFLUENZA 3	Not Detected
PARAINFLUENZA 4	Not Detected
RSV	Not Detected
BACTERIA	
BORDETELLA PARA	Not Detected
BORDETELLA PERT	Not Detected
CHLAMYDIA PNEUMO	Not Detected
MYCOPLASMA PNEUM	Not Detected

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Run Summary

Sample ID:	2008160048	**Run Date:**	16 Aug 2020 12:55 PM
Detected:	None	**Controls:**	Passed
Equivocal:	None		

Result Summary

	Viruses
Not Detected	Adenovirus
Not Detected	Coronavirus 229E
Not Detected	Coronavirus HKU1
Not Detected	Coronavirus NL63
Not Detected	Coronavirus OC43
Not Detected	Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2)
Not Detected	Human Metapneumovirus
Not Detected	Human Rhinovirus/Enterovirus
Not Detected	Influenza A
Not Detected	Influenza B
Not Detected	Parainfluenza Virus 1
Not Detected	Parainfluenza Virus 2
Not Detected	Parainfluenza Virus 3
Not Detected	Parainfluenza Virus 4
Not Detected	Respiratory Syncytial Virus
	Bacteria
Not Detected	*Bordetella parapertussis* (IS*1001*)
Not Detected	*Bordetella pertussis* (*ptxP*)
Not Detected	*Chlamydia pneumoniae*
Not Detected	*Mycoplasma pneumoniae*

Run Details

Pouch:	RP2.1 v1.0	**Protocol:**	NPS2 v3.2
Run Status:	Completed	**Operator:**	Matthew Wan (mdw)
Serial No.:	34507520	**Instrument:**	TM06973
Lot No.:	702920		

Diagnostic and Medical Specialists of Greenwich
Dr. Steven A.R. Murphy, MD
30 Buxton Farm Road
North Stamford, CT 06905
CLIA #: 07D2117210
COLA #: 27276
STATE OF CT ID: CL-0785

MURPHY MEDICAL ASSOCIATES
LABORATORY REQUISITION

PATIENT NAME (LAST, FIRST [redacted]

DATE OF BIRTH: [redacted]

PATIENT ID #: 16167

DATE AND TIME OF COLLECTION: 8/19/20 10:52am

SOURCE OF SPECIMEN: NP SWAB

TESTING COMPLETED: (date and initial) 8/19/20 (2nm)

ORDERING PHYSICIAN: STEVEN A.R. MURPHY MD

DX: Z20.828, R51

TEST REQUESTED:

RT PCR BIOFIRE - Respiratory PANEL (includes COVID19)

RESULT: NONE DETECTED / NEGATIVE

RESULTS WILL BE POSITIVE WHEN SARS-CoV-2 IS DETECTED
RESULTS WILL BE NEGATIVE WHEN NOTHING IS DETECTED

INSTRUMENT PRINTOUT WILL BE ATTACHED TO REQUISITION.

Murphy Medical Associates
Diagnostic and Medical Specialists of Greenwich and Stamford
CT License Number CL-0785/CLIA 07D2117210
30 Buxton Farm Road, Suite 220
Stamford, CT 06905
Director Steven Murphy, MD

Patient: [redacted] DOB: [redacted] Age: 19 Gender: U
Patient ID: 00000000001671 Accession #: 2008190190 Drawn: 8/19/2020 Received: 8/19/2020

Test Name	Result
VIRUSES	
ADENOVIRUS	Not Detected
CORONAVIRUS 229E	Not Detected
CORONAVIRUS HKU1	Not Detected
CORONAVIRUS NL63	Not Detected
CORONAVIRUS OC43	Not Detected
SARS-CoV-2	Not Detected
METAPNEUMOVIRUS	Not Detected
RHINO/ENTEROVIR	Not Detected
INFLUENZA A	Not Detected
INFLUENZA B	Not Detected
PARAINFLUENZA 1	Not Detected
PARAINFLUENZA 2	Not Detected
PARAINFLUENZA 3	Not Detected
PARAINFLUENZA 4	Not Detected
RSV	Not Detected
BACTERIA	
BORDETELLA PARA	Not Detected
BORDETELLA PERT	Not Detected
CHLAMYDIA PNEUMO	Not Detected
MYCOPLASMA PNEUM	Not Detected

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Run Summary

Sample ID:	2008190190	**Run Date:**	19 Aug 2020 7:02 PM
Detected:	None	**Controls:**	Passed
Equivocal:	None		

Result Summary

	Viruses
Not Detected	Adenovirus
Not Detected	Coronavirus 229E
Not Detected	Coronavirus HKU1
Not Detected	Coronavirus NL63
Not Detected	Coronavirus OC43
Not Detected	Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2)
Not Detected	Human Metapneumovirus
Not Detected	Human Rhinovirus/Enterovirus
Not Detected	Influenza A
Not Detected	Influenza B
Not Detected	Parainfluenza Virus 1
Not Detected	Parainfluenza Virus 2
Not Detected	Parainfluenza Virus 3
Not Detected	Parainfluenza Virus 4
Not Detected	Respiratory Syncytial Virus
	Bacteria
Not Detected	*Bordetella parapertussis* (IS*1001*)
Not Detected	*Bordetella pertussis* (*ptxP*)
Not Detected	*Chlamydia pneumoniae*
Not Detected	*Mycoplasma pneumoniae*

Run Details

Pouch:	RP2.1 v1.0	**Protocol:**	NPS2 v3.2
Run Status:	Completed	**Operator:**	Lynn Manente (lnm)
Serial No.:	34640300	**Instrument:**	TM08417
Lot No.:	719620		

Diagnostic and Medical Specialists of Greenwich
Dr. Steven A.R. Murphy, MD
30 Buxton Farm Road
North Stamford, CT 06905
CLIA #: 07D2117210
COLA #: 27276
STATE OF CT ID: CL-0785

MURPHY MEDICAL ASSOCIATES
LABORATORY REQUISITION

PATIENT NAME (LAST, FIRST) [redacted]

DATE OF BIRTH [redacted]

PATIENT ID #: 14958

DATE AND TIME OF COLLECTION: 8/15/20 2:34pm

SOURCE OF SPECIMEN: NP SWAB

TESTING COMPLETED: (date and initial) 8/15/20 Lnm

ORDERING PHYSICIAN: STEVEN A.R. MURPHY MD

DX: Z20.828, R51

TEST REQUESTED:

RT PCR BIOFIRE - Respiratory PANEL (Includes COVID19)

RESULT: NONE DETECTED / NEGATIVE

RESULTS WILL BE POSITIVE WHEN SARS-CoV-2 IS DETECTED
RESULTS WILL BE NEGATIVE WHEN NOTHING IS DETECTED

INSTRUMENT PRINTOUT WILL BE ATTACHED TO REQUISITION.

Murphy Medical Associates
Diagnostic and Medical Specialists of Greenwich and Stamford
CT License Number CL-0785/CLIA 07D2117210
30 Buxton Farm Road, Suite 220
Stamford, CT 06905
Director Steven Murphy, MD

Patient: [redacted] DOB: [redacted] Age: 20 Gender: F
Patient ID: 00000000000509 Accession #: 2008150209 Drawn: 8/15/2020 Received: 8/15/2020

Test Name	Result
VIRUSES	
ADENOVIRUS	Not Detected
CORONAVIRUS 229E	Not Detected
CORONAVIRUS HKU1	Not Detected
CORONAVIRUS NL63	Not Detected
CORONAVIRUS OC43	Not Detected
SARS-CoV-2	Not Detected
METAPNEUMOVIRUS	Not Detected
RHINO/ENTEROVIR	Not Detected
INFLUENZA A	Not Detected
INFLUENZA B	Not Detected
PARAINFLUENZA 1	Not Detected
PARAINFLUENZA 2	Not Detected
PARAINFLUENZA 3	Not Detected
PARAINFLUENZA 4	Not Detected
RSV	Not Detected
BACTERIA	
BORDETELLA PARA	Not Detected
BORDETELLA PERT	Not Detected
CHLAMYDIA PNEUMO	Not Detected
MYCOPLASMA PNEUM	Not Detected

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Run Summary

Sample ID:	2008150209	**Run Date:**	15 Aug 2020 9:19 PM
Detected:	None	**Controls:**	Passed
Equivocal:	None		

Result Summary

	Viruses
Not Detected	Adenovirus
Not Detected	Coronavirus 229E
Not Detected	Coronavirus HKU1
Not Detected	Coronavirus NL63
Not Detected	Coronavirus OC43
Not Detected	Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2)
Not Detected	Human Metapneumovirus
Not Detected	Human Rhinovirus/Enterovirus
Not Detected	Influenza A
Not Detected	Influenza B
Not Detected	Parainfluenza Virus 1
Not Detected	Parainfluenza Virus 2
Not Detected	Parainfluenza Virus 3
Not Detected	Parainfluenza Virus 4
Not Detected	Respiratory Syncytial Virus
	Bacteria
Not Detected	*Bordetella parapertussis* (IS*1001*)
Not Detected	*Bordetella pertussis* (*ptxP*)
Not Detected	*Chlamydia pneumoniae*
Not Detected	*Mycoplasma pneumoniae*

Run Details

Pouch:	RP2.1 v1.0	**Protocol:**	NPS2 v3.2
Run Status:	Completed	**Operator:**	Lynn Manente (lnm)
Serial No.:	34718578	**Instrument:**	TM07452
Lot No.:	724020		

Diagnostic and Medical Specialists of Greenwich
Dr. Steven A.R. Murphy, MD
30 Buxton Farm Road
North Stamford, CT 06905
CLIA #: 07D2117210
COLA #: 27276
STATE OF CT ID: CL-0785

MURPHY MEDICAL ASSOCIATES
LABORATORY REQUISITION

PATIENT NAME (LAST, FIRST) [redacted]

DATE OF BIRTH: [redacted]

PATIENT ID #: 15298

DATE AND TIME OF COLLECTION: 8/16/20 1:35pm

SOURCE OF SPECIMEN: NP SWAB

TESTING COMPLETED: (date and initial) 8/16/20 (lnm)

ORDERING PHYSICIAN: STEVEN A.R. MURPHY MD

DX: Z20.828, R51

TEST REQUESTED:

RT PCR BIOFIRE - Respiratory PANEL (Includes COVID19)

RESULT: NONE DETECTED / NEGATIVE

RESULTS WILL BE POSITIVE WHEN SARS-CoV-2 IS DETECTED
RESULTS WILL BE NEGATIVE WHEN NOTHING IS DETECTED

INSTRUMENT PRINTOUT WILL BE ATTACHED TO REQUISITION.

Murphy Medical Associates
Diagnostic and Medical Specialists of Greenwich and Stamford
CT License Number CL-0785/CLIA 07D2117210
30 Buxton Farm Road, Suite 220
Stamford, CT 06905
Director Steven Murphy, MD

Patient: [redacted] DOB: [redacted] Age: 19 Gender: F
Patient ID: 00000000000815 Accession #: 2008160205 Drawn: 8/16/2020 Received: 8/16/2020

Test Name	Result
VIRUSES	
ADENOVIRUS	Not Detected
CORONAVIRUS 229E	Not Detected
CORONAVIRUS HKU1	Not Detected
CORONAVIRUS NL63	Not Detected
CORONAVIRUS OC43	Not Detected
SARS-CoV-2	Not Detected
METAPNEUMOVIRUS	Not Detected
RHINO/ENTEROVIR	Not Detected
INFLUENZA A	Not Detected
INFLUENZA B	Not Detected
PARAINFLUENZA 1	Not Detected
PARAINFLUENZA 2	Not Detected
PARAINFLUENZA 3	Not Detected
PARAINFLUENZA 4	Not Detected
RSV	Not Detected
BACTERIA	
BORDETELLA PARA	Not Detected
BORDETELLA PERT	Not Detected
CHLAMYDIA PNEUMO	Not Detected
MYCOPLASMA PNEUM	Not Detected

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Run Summary

Sample ID:	2008160205	**Run Date:**	16 Aug 2020 7:57 PM
Detected:	None	**Controls:**	Passed
Equivocal:	None		

Result Summary

	Viruses
Not Detected	Adenovirus
Not Detected	Coronavirus 229E
Not Detected	Coronavirus HKU1
Not Detected	Coronavirus NL63
Not Detected	Coronavirus OC43
Not Detected	Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2)
Not Detected	Human Metapneumovirus
Not Detected	Human Rhinovirus/Enterovirus
Not Detected	Influenza A
Not Detected	Influenza B
Not Detected	Parainfluenza Virus 1
Not Detected	Parainfluenza Virus 2
Not Detected	Parainfluenza Virus 3
Not Detected	Parainfluenza Virus 4
Not Detected	Respiratory Syncytial Virus
	Bacteria
Not Detected	*Bordetella parapertussis* (IS*1001*)
Not Detected	*Bordetella pertussis* (*ptxP*)
Not Detected	*Chlamydia pneumoniae*
Not Detected	*Mycoplasma pneumoniae*

Run Details

Pouch:	RP2.1 v1.0	**Protocol:**	NPS2 v3.2
Run Status:	Completed	**Operator:**	Lynn Manente (lnm)
Serial No.:	34470956	**Instrument:**	TM07845
Lot No.:	702720		

EXHIBIT J

Katie Walker
Investigator
Special Investigations Unit (SIU)

900 Cottage Grove Road
W3SIU
Bloomfield, CT 06152
Telephone (860) 226-0473
Facsimile (877) 450-6758
Investigator@Cigna.com

May 25, 2021

Report of Investigation

Case Name: Murphy Medical Asc LLC

Case Number: 20200423-97657

Subject(s) Under Investigation: Murphy Medical Associates LLC; Steven Murphy MD

Date Referral Received: April 22, 2020

Date Case Created: April 23, 2020

Contract Status: Non-contracted

NOTICE: This report is the written summary of pertinent information gathered during an investigation and it provides factual information only. It may not contain each and every fact or detail learned during the investigation. It is believed accurate as of the date of publication and is subject to change. Cigna does not render affirmative conclusions regarding fraud, criminal acts, or violations of law, and does not make determinations of violations of workplace policies in performing the fact finding described in this report, creating this report, and /or providing this report to the recipient. Any and all such determinations must be made by the plan administrator / policyholder and not by Cigna.

This report is confidential and may contain protected health information. It is provided based on your representation that any use, distribution or other disclosure of information contained herein complies and will continue to comply with applicable law.

Summary

Cigna's Special Investigations Unit (SIU) received a referral from an SIU Fraud Senior Manager who identified this Health Care Provider (HCP) through an SIU analytics report billing high level evaluation and management (E/M) codes with place of service (POS) 15 (mobile unit) and billing for preventative screenings on the same date of service. It was identified that the provider was also providing COVID-19 treatment. As a result, an investigation was initiated on Murphy Medical Associates. Customer interviews, Verification of Service (VOS) letters, and customer complaints revealed that the provider was performing COVID-19 testing services and telemedicine, however

high level E/M services, and preventative medicine counseling were not being performed. As a result of these findings, the provider's TIN 472075627 was placed in prepayment review to request medical records. A probe sample of ten medical records were received from the HCP as part of a retrospective review, and the clinical review identified issues of services not rendered as billed, incorrect coding, and insufficient documentation. Based on investigative findings, it was determined that the services billed by Murphy Medical Associates LLC were not supported by customer statements or medical records. A flag was placed on the HCP's Tax Identification Number (TIN) to deny all services as "Services Not Rendered as Billed" in February 2021. A damages notification letter in the amount of $468,829.28 was issued to the HCP in March 2021. The HCP filed suit against Cigna in November 2020 under case number 3:20-cv-01675 in the United States District Court for the District of Connecticut. This case is currently active and being handled by Robinson & Cole, LLP who is representing Cigna. The investigator referred the HCP to the Connecticut Department of Insurance (DOI) in addition to adding a record in NHCAA's SIRIS.

Basis of Investigation

An initial referral was received in April 2020 from Fraud Senior Manager Briana Hollenbeck who identified this HCP through an SIU analytics report. The provider was identified as billing high level E/M codes with POS 15 (mobile unit) and billing for preventative screenings on the same date of service. A second referral was submitted by Business Analytics Advisor Karen Swartz who identified this provider billing for COVID-19 testing and treatment. An additional referral was received from SIU Fraud Lead Analyst Taylor Baker who identified this HCP during COVID-19 analysis as being the provider with the highest amount of claims billed with POS 15.

Investigative Findings

Murphy Medical Associates LLC is a non-participating multispecialty practice located in Greenwich, CT, operated by Dr. Steven Murphy. A license verification search confirmed that Dr. Murphy has an active license in the state of Connecticut. A CLIA waiver was identified for Murphy Medical Associates at 1 East Putnam Ave Courtyard Suite Greenwich, CT 06830 (CLIA # 07D218229).

Cigna's SIU previously performed an investigation on this HCP which identified significant issues that resulted in the termination of Steven A. Murphy, MD from the Cigna network in 2019.

This case was linked to another Cigna SIU investigation on Steven Murphy's other TIN 271547208, Diagnostic and Medical Specialist of Greenwich.

The provider's exposure for the following tax years are outlined below (TIN 472075627):

- 2018: $80,608
- 2019: $101,340
- 2020: $478,357

- 2021 YTD: $17,144

The website for Murphy Medical Associates, www.greenwichdocs.com, advertises preventative, general health, and COVID-19 services, which leads to another website, www.coronatestct.com. This website advertises drive-thru coronavirus screening at multiple locations in Connecticut. Per the website, results were said to be delivered through telemedicine consults.

Analysis of CPT codes billed identified a total of 38 lab codes being billed by the HCP that are not considered CLIA waived per CMS.gov. These codes are: 81000, 82172, 82306, 82378, 82533, 82607, 82610, 82627, 82668, 82670, 82725, 82728, 82746, 83003, 83519, 83520, 83525, 83695, 83698, 83701, 83876, 83937, 83970, 84144, 84146, 84153, 84154, 84238, 84270, 84403, 84439, 84481, 84681, 86141, 86301, 86304, 86340, and 86376.

Further data analysis revealed that the top paid codes were CPT 87633, CPT 99214, and CPT 99401. No COVID-19 related testing procedure codes were billed. A billing pattern was identified where CPT 87633 was billed with COVID-19 related diagnosis codes (Z20.828 and B97.29). The provider was also billing CPT 99214 and 99401 on the same date of service as CPT 87633. It was also identified that the HCP was typically billing follow-up telemedicine visits with an Evaluation and Management Code with CPT 99401.

Customer interviews were conducted with 10 customers. All interviews indicated that COVID-19 testing was performed at a drive-thru testing location. Customer responses indicated that preventative screenings did not occur. Customers who were billed for follow-up telemedicine appointments reported that those phone calls only consisted of a positive or negative COVID-19 test result and did not include anything else. The results of the customer interviews suggested misrepresentation of services as customers were receiving COVID-19 testing only, and did not include respiratory panels which is what was billed for these customers (CPT 87633). The interviews also suggested services not rendered as billed as customers did not receive the preventative medicine or high level E/M services that were billed.

Verification of Service (VOS) letters were sent to a random sample of 100 customers with dates of service after March 15, 2020. A total of 38 VOS letters were completed and returned. Three customer responses (8%) indicated no issues. Six customer responses (16%) were unclear as to whether or not services were rendered as billed. 29 customer responses (76%) indicated that services were not rendered as billed. Customers denied E/M services and preventative medicine counseling services. Customers also reported receiving COVID-19 antibody testing only, but were billed for a slew of lab tests by Murphy Medical Associates. Five customers indicated that the services billed never happened and that they did not see Dr. Murphy or go for COVID-19 diagnostic or antibody testing. [redacted] reported that she had inquired about COVID-19 testing but by the time they called she had received a test elsewhere. [redacted] reported that she was out of state on the DOS billed for testing. [redacted] reported "fraud"

and that he is not aware of the practice. [redacted] reported that he did not receive any of the services billed.

Additionally, Cigna received multiple customer complaints. Multiple customers reported that the HCP billed E/M and preventative medicine codes for services that never occurred. One customer reported that the HCP billed for erroneous blood testing when only COVID-19 antibody testing was requested.

[redacted]

Based on preliminary investigative findings, the provider's TIN 472075627 was flagged effective May 15, 2020 to prospectively request medical records to determine whether or not services were being rendered as billed. To date, no records were submitted to support any claims billed after the flagging date.

In July 2020, Cigna was contacted by Roy Breitenbech Esq. of Garfunkel Wild, P.C., an attorney representing Steven Murphy. A conference call was held to explain the reason for the prepayment review. As a result of the call, the HCP agreed to provide a probe sample of 10 records for claims that were already processed and paid to the HCP.

The probe sample of 10 medical records was received via email on September 8, 2020 from Roy Breitenbach. A non-clinical review found that high level E/M services were not supported by the medical record documentation, documentation of time was not included for time-based CPT codes, dietary counseling was performed by a "nurse" but there is no documentation of the name of the nurse, all E/M notes were signed on August 14, 2020 by Dr. Steven Murphy, exams were not specific to members, and records were templated and incomplete.

The medical records were subject to clinical review by an SIU Nurse Coder. Issues identified from the clinical review included services not rendered as billed, incorrect coding, and insufficient documentation.

On November 6, 2020, Murphy Medical Associates, LLC, Diagnostic and Medical Specialists of Greenwich, LLC, North Stamford Medical Associates, LLC, Coastal Connecticut Medical Group, LLC, and Steven A.R. Murphy, M.D. filed suit against Cigna (Murphy Medical Associates LLC et al. v. Cigna Health and Life Insurance Co. et al.) under case number 3:20-cv-01675 in the United States District Court for the District of Connecticut. Litigation is being handled by Robinson & Cole, LLP.

Further data analysis on updated claims' data was conducted in January 2021. It was noted that preventative medicine counseling was consistently billed with modifier 33. Cigna guidance indicates that COVID-19 treatment should be billed with modifier CS. Additionally, analysis of customer claim history identified members who were billed claims from LabCorp or Quest for

serology testing, CPT 86769, on the same dates where Murphy Medical Associates billed for COVID-19 diagnostic testing. It is unclear why these two tests would be ran on the same date as an individual actively infected with the COVID-19 virus would not test positive for COVID-19 antibodies.

Claim data was reviewed for one member, [redacted], for whom the HCP billed a total $46,764.00 in COVID-19 related claims. The HCP billed a total of 60 claims between June 2020 and January 2021 with a total of 48 unique dates of services, and 22 COVID-19 related diagnostic tests. The HCP had billed for respiratory panel testing, COVID diagnostic testing, evaluation and management services, and preventative medicine counseling. The majority of claims were billed with a diagnosis of Z20.828 (Contact with and (suspected) exposure to other viral communicable diseases). An interview was conducted with the customer in question and the customer reported that they were receiving mandatory testing weekly at her place of employment in New Haven, CT. The customer reported that they only received COVID-19 diagnostic tests and denied evaluation and management services and preventative medicine counseling that was billed on the same dates as the diagnostic testing codes. When asked about telemedicine consults, the customer explained that they received brief, 15-second phone calls with their test results.

The following issues were identified through non-clinical evidence and clinical reviews of medical records:

Services Not Rendered As Billed

Evaluation and Management Services *(CPT Codes 99202, 99212, 99213, and 99214)*

The medical record documentation did not support the codes submitted for the services. Customer interviews revealed that evaluation and management visits consisted of brief, unsolicited phone calls where COVID-19 test results were received. Evaluation and management visits billed on the same day as respiratory panels did not occur as this was drive-through testing where a nasal swab was collected. Evaluation and management notes document vital signs such as temperature, heart rate, and oxygen saturation. Additional documentation provided indicated a telemedicine visit but the documentation also showed a pulse oximetry reading. It was unclear how that measurement was obtained via a telemedicine visit. Customer interviews revealed that vital signs were not taken in person at drive-through testing locations nor via telemedicine consults. The documentation was very similar between members and dates of service. It was noted that members were seen for symptoms of COVID-19, which is primarily a respiratory illness, but the physical exam does not include a more detailed lung assessment or cardiac assessment. Documentation for some members was in the form of a template and was incomplete. It was difficult to determine the place of service for the visits. All evaluation and management notes were signed and dated on 8/14/2020 regardless of the date of service. Diagnosis codes billed did not match diagnoses documented in the medical records. The frequency of telemedicine visits was questionable and exams were not specific to the members.

The following is a breakdown of the codes and correlating issues identified in the medical records:

CPT 99202 (Office or other outpatient visit for the evaluation and management of a new patient, which requires these 3 key components: An expanded problem focused history; An expanded problem focused examination; Straightforward medical decision making)

Medical record documentation does not support the level of evaluation and management level reported.

Codes were reported with modifier 25 (Separate, Separately Identifiable Evaluation and Management Service by the Same Physician or Other Qualified Health Care Professional on the Same Day of the Procedure or Other Service). Modifier 95 (Synchronous Telemedicine Service Rendered via a Real-time Interactive Audio and Video Telecommunications System) should have been appended. The incorrect modifier was appended and therefore was incorrectly coded.

According to CPT guidelines, a new patient is one who has not received any professional services from the physician/qualified health care professional or another physician/qualified health care professional of the exact same specialty and subspecialty who belongs to the same group practice within the past three years. The medical record documentation indicates that members were seen within 3 years of the reported service.

An established patient visit code was also submitted for the same date of service.

CPT 99212 (Office or other outpatient visit for the evaluation and management of an established patient, which requires at least 2 of these 3 key components: A problem focused history; A problem focused examination; Straightforward medical decision making)

The code was submitted for the same member and same date of service with another evaluation and management code (99213) which was submitted on a different claim. Both visits indicated that the member presented for lab work. It is unclear if two separate visits were performed. According to Cigna Reimbursement R30, only 1 evaluation and management visit is reimbursable per day.

CPT 99213 (Office or other outpatient visit for the evaluation and management of an established patient, which requires at least 2 of these 3 key components: An expanded problem focused history; An expanded problem focused examination; Medical decision making of low complexity)

Medical record documentation does not support the level of evaluation and management level reported.

Codes were reported with modifier 25 (Separate, Separately Identifiable Evaluation and Management Service by the Same Physician or Other Qualified Health Care Professional on the Same Day of the Procedure or Other Service). Modifier 95 (Synchronous Telemedicine Service Rendered via a Real-time Interactive Audio and

Video Telecommunications System) should have been appended. The incorrect modifier was appended and therefore was incorrectly coded.

CPT 99214 (Office or other outpatient visit for the evaluation and management of an established patient, which requires at least 2 of these 3 key components: A detailed history; A detailed examination; Medical decision making of moderate complexity)

Medical record documentation does not support the level of evaluation and management level reported.

Codes were reported with modifier 25 (Separate, Separately Identifiable Evaluation and Management Service by the Same Physician or Other Qualified Health Care Professional on the Same Day of the Procedure or Other Service). Modifier 95 (Synchronous Telemedicine Service Rendered via a Real-time Interactive Audio and Video Telecommunications System) should have been appended. The incorrect modifier was appended and therefore was incorrectly coded.

Respiratory Panel Testing *(CPT Code 87633)*

The medical record documentation was insufficient to support the code submitted for the service. All respiratory panel lab work was signed and dated on 8/14/2020 regardless of the date of service. Customer interviews revealed that no customers were aware of additional respiratory testing aside from COVID-19 testing and the only test results communicated to customers were for COVID-19 testing. Additional respiratory panel results were not relayed to the patients. Customers reported that only one specimen was collected despite additional COVID-19 antigen testing performed by outside laboratories. The following is a description of the code and correlating issues identified in the medical records:

CPT 87633 (Infectious agent detection by nucleic acid (DNA or RNA); respiratory virus (e.g., adenovirus, influenza virus, coronavirus, metapneumovirus, parainfluenza virus, respiratory syncytial virus, rhinovirus), includes multiplex reverse transcription, when performed, and multiplex amplified probe technique, multiple types or subtypes, 12-25 targets)

Medical record documentation does not indicate the source of the specimen. There is no documentation of who collected or performed the testing.

According to Medicare guidance (MLN article MM11318), the following code is more appropriate effective 7/1/2019: CPT 0098U (Respiratory pathogen, multiplex reverse transcription and multiplex amplified probe technique, multiple types or subtypes, 14 targets (adenovirus, coronavirus, human metapneumovirus, influenza A, influenza A subtype H1, influenza A subtype H3, influenza A subtype H1-2009, influenza B, parainfluenza virus, human rhinovirus/enterovirus, respiratory syncytial virus, Bordetella pertussis, Chlamydophila pneumoniae, Mycoplasma pneumoniae). In addition, according to EncoderPro, CPT 0098U includes BioFire® FilmArray® Respiratory Panel (RP) EZ, BioFire® Diagnostics.

Preventative Medicine Counseling *(CPT Code 99401)*

The medical record documentation did not support the code submitted for the service. Medical record documentation identifies dietary counseling, exercise counseling, and counseling related to COVID-19 precautions and hygiene and documentation is similar across all patient records suggesting medical record cloning. You reported preventative medicine counseling with most evaluation and management services. Customer interviews revealed that these services did not occur and the customers specifically denied receiving the types of counseling that was documented in their medical records. The following is a description of the code and correlating issues identified in the medical records:

CPT 99401 (Preventive medicine counseling and/or risk factor reduction intervention(s) provided to an individual (separate procedure))

Medical records supplied did not include documentation of time for a timed code.

The code was reported with an evaluation and management code for members who presented for COVID-19 testing with symptoms. The counseling documented included diet, exercise, hygiene, handwashing and disinfection precautions which would be inclusive to the services provided for COVID-19 testing. There was no separately identifiable preventive medicine counseling service documented.

Medical record documentation indicates that counseling was provided by a nurse with no documentation of the name of the nurse who provided the counseling nor their credentials.

Claims submitted with modifier 33 (Preventive Services). There was no documentation of a preventive service performed. According to Administrative Policy A004, *Preventive care services are dependent upon claim submission using preventive diagnosis and procedure codes in order to be identified and covered as preventive care services*. The claims were not submitted with preventive diagnosis or procedure codes and did not support modifier 33.

Laboratory Testing *(CPT Codes 82306, 82378, 82533, 82607, 82627, 82668, 82670, 82728, 82746, 83001, 83002, 83003, 83525, 83937, 83970, 84144, 84146, 84238, 84270, 84403, 84439, 84443, 84481, 86301, 86304, 86340, and 86376)*

The medical record documentation was insufficient to support the codes submitted for the services. There was no date indicating when the testing was performed in the medical records. There was no specimen collection date documented in the lab report. In addition, members were specifically seen for COVID-19 testing however there was no documentation for the rationale of the additional testing. The testing was submitted with diagnosis code U07.1 (COVID-19). A customer interview revealed that the customer was under the impression they were receiving only COVID-19 antibody testing, the customer did not give consent for this testing, and the customer reported that the testing was not necessary. The following codes were not supported based on medical records supplied:

CPT 82306 (Vitamin D; 25 hydroxy, includes fraction(s), if performed)
CPT 82378 (Carcinoembryonic antigen (CEA))
CPT 82533 (Cortisol; total)
CPT 82607 (Cyanocobalamin (Vitamin B-12) - 1 claim line
CPT 82627 (Dehydroepiandrosterone-sulfate (DHEA-S))
CPT 82668 (Erythropoietin)
CPT 82670 (Estradiol)
CPT 82778 (Ferritin)
CPT 82746 (Folic acid; serum)
CPT 83001 (Gonadotropin; follicle stimulating hormone (FSH))
CPT 83002 (Gonadotropin; luteinizing hormone (LH))
CPT 83003 (Gonadotropin; luteinizing hormone (LH))
CPT 83525 (Insulin; total)
CPT 83937 (Osteocalcin (bone g1a protein))
CPT 83970 (Parathormone (parathyroid hormone))
CPT 84144 (Progesterone)
CPT 84146 (Prolactin)
CPT 84238 (Receptor assay; non-endocrine (specify receptor))
CPT 84270 (Sex hormone binding globulin (SHBG))
CPT 84403 (Testosterone; total)
CPT 84439 (Thyroxine; free)
CPT 84443 (Thyroid stimulating hormone (TSH))
CPT 84481 (Triiodothyronine T3; free)
CPT 86301 (Immunoassay for tumor antigen, quantitative; CA 19-9)
CPT 86304 (Immunoassay for tumor antigen, quantitative; CA 125)
CPT 86340 (Intrinsic factor antibodies)

Venipuncture *(CPT 36410)*

The medical record documentation was insufficient to support the code submitted for this service. There was no documentation of a venipuncture performed by the provider. Below is a description of the code that was billed:

CPT 36410 (Venipuncture, age 3 years or older, necessitating the skill of a physician or other qualified health care professional (separate procedure), for diagnostic or therapeutic purposes (not to be used for routine venipuncture)) with modifier CS (Cost sharing waived for specified COVID-19 testing related services)

Based off of the aforementioned findings, an overpayment letter was issued to the HCP in the amount of $468,829.28 on March 4, 2021. This dollar amount reflects all claims paid from the beginning of the COVID-19 pandemic period, March 1, 2020, through February 4, 2021.

The provider's TIN 472075627 was flagged effective February 4, 2021 to deny all claims as services not rendered as billed.

A response to the damages letter that refuted all of Cigna's findings was received on April 5, 2021 from John Martin and Barry Cepelewicz of Garfunkel Wild, P.C. As this matter is currently in litigation, the SIU was advised by Cigna's external counsel, Robinson & Cole, LLP, to cease communications with the HCP or their attorneys and they will pursue the matter.

A record was added to NHCAA's SIRIS (SIRIS Record # 9925243) and this matter was referred to the Connecticut Department of Insurance.

Katie Walker

SIU Investigator

Reviewed by:

Stephanie Canto

SIU Manager

EXHIBIT K

COVID-19 TESTING SERVICES A G R E E M E N T

THIS AGREEMENT dated the _____ day of _____ , 2020, is by and between the **CITY OF STAMFORD** (hereinafter the "City"), a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut, and acting herein by David R. Martin, its duly authorized Mayor, and **MURPHY MEDICAL ASSOCIATES LLC** (hereinafter the "Consultant"), a domestic limited liability company with a principal place of business located at 1 East Putnam Avenue, Greenwich, Connecticut, and acting herein by Steven A.R. Murphy MD, its duly authorized Managing Partner.

W I T N E S S E T H

WHEREAS, The City solicited requested proposals for COVID-19 testing services;

WHEREAS, The Consultant submitted a proposal in response to said Request for Proposals; and

WHEREAS, The City has accepted the Consultant's proposal for said work pursuant to the terms hereinafter set forth;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INCORPORATION OF RECITALS. The above terms and conditions are contractual in nature and not merely recitals and are hereby incorporated into this Agreement;

2. CONTRACT DOCUMENTS AND SCOPE OF SERVICES. The Contract Documents consist of this Agreement and the following Exhibits that define the duties, functions, obligations, responsibilities, and tasks of the Scope of Services:

Exhibit A – The Consultant's Proposal;

Exhibit B – The City's Insurance Requirements;

Exhibit C – FEMA Contract Provisions; and

Exhibit D – Business Associate Agreement (HIPAA);

all attached hereto and hereby made a part hereof as if fully set forth herein. The FEMA Contract Provisions set forth in Exhibit C shall control and take precedence to the extent they conflict with the terms of the other Contract Documents;

3. NO EXCLUSIVE RIGHT TO WORK. Nothing contained herein shall grant the Consultant an exclusive right to perform the work of this Agreement. The City may enter into similar agreements with other Consultants at its sole discretion on an as-needed basis;

4. COMPENSATION. The Consultant shall be compensated for the services set forth in Section 2, above, as follows:

First Visit	$100.00
Subsequent Visits	$50.00
	No balance bill to either patient or Client

and as set forth in greater detail in Appendix A (Fee Schedule) to the Consultant's Proposal attached hereto as Exhibit A;

5. TERM. The Term of this Agreement shall commence when signed below by the City's Mayor and may be terminated at any time by at either party's convenience.

6. CONSULTANT'S REPRESENTATIVE AND KEY PERSONNEL. The following representative of the Consultant is hereby authorized to act on behalf of the Consultant with respect to the work that is the subject of this Agreement and shall have full authority to accept instructions, make decisions, communicate for and act on behalf of the Consultant at all times.

Consultant Representative: Steven A.R. Murphy MD
Managing Partner

The Consultant's Representative shall not be replaced by the Consultant without fifteen (15) days prior written consent of the City.

7. SETOFF OF PROPERTY TAXES OWED TO THE CITY. Pursuant to the City of Stamford Code of Ordinances Section 23-18.4.1 and Section 12-146b of the Connecticut General Statutes, as amended, the Consultant hereby acknowledges that the City shall have the right to set-off or withhold any payment, or portion thereof, due to the Consultant pursuant to this Agreement if any taxes levied by the City against any property, both real and personal, owned by the Consultant are delinquent and have been so delinquent for a period of not less than one year. Any amount withheld from the Consultant pursuant to this section shall be applied to the Consultant's delinquent taxes, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalty, lien fees and interest, outstanding at the time of withholding;

8. LIMITATION OF LIABILITY. The Consultant's sole remedy for City delays shall be an extension of time to complete the work and the Consultant hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit;

9. INDEMNIFICATION. The Consultant shall indemnify, hold harmless and, at the City's option, defend the City, its officers, agents and employees, from third party claims for loss, cost, damage, liability, and/or injury to or death of a person, including the agents and employees of the Consultant, or loss of or damage to property, resulting directly or indirectly from the Consultant's negligent performance pursuant to this Agreement, or by any omission to perform some duty imposed by law or this Agreement upon the Consultant, its officers, agents and employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, and shall not be limited by reason of any insurance coverage required pursuant to this Agreement;

10. ASSIGNMENT. The Consultant shall not assign or transfer any portion of the work set forth herein without the prior written approval of the City;

11. BOOKS AND RECORDS. The Consultant shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of this Agreement, settlement of claims, or any other matter pertaining to the Consultant's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement;

12. INSURANCE. The Consultant shall procure, at its sole expense, and maintain for the entire term of this Agreement, including any extensions, insurance coverages as set forth in the City of Stamford Insurance Requirements attached hereto as Exhibit B;

13. REPRESENTATIONS. The Consultant represents that it is qualified in relation to the work to be performed under this Agreement and further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work. The Consultant hereby acknowledges that the City has relied upon said representations in entering into this Agreement;

14. INTERPRETATION. The Consultant agrees that, in the event of any ambiguity between the terms of this Agreement and any of the incorporated Exhibits, the City, in its sole discretion, shall determine the terms and/or document(s) which shall prevail and take precedence, except for those terms relating to the scope of the work or pricing, to which such terms this section shall not apply;

15. SUBCONTRACTING. Aside from those subcontractors or subconsultants disclosed in the Consultant's Proposal, attached hereto as Exhibit A**,** the Consultant is prohibited from further subcontracting or subconsulting the work of this Agreement or any part of it unless the City first approves such subcontracting or subconsulting in writing and approves, in writing, of the specific subcontractor or subconsultant(s) the Consultant proposes to be used. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. Should the City approve of a proposed subcontractor or subconsultant, the Consultant agrees to comply with the City's Code of Ordinances § 103.4;

16. CONTRACT EXTRAS. Pursuant to the City's Code of Ordinances, Section 23-18.4 C., it is specifically understood and agreed by the Consultant that all contract extras

regarding this Agreement shall be governed by the City's Charter and/or Code of Ordinances. The City shall not be liable for payment of any additional costs, except as otherwise expressly set forth in this Agreement, unless the provisions of the City's Charter and/or Code of Ordinances are fully complied with. The City's Charter and Code of Ordinances can be found at www.municode.com;

17. NON-APPROPRIATION. The Consultant acknowledges that the City is a municipal corporation, that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes for each budget year in which the Agreement is in effect, and that the City may terminate this Agreement by way of written notice to the Consultant if sufficient funds to prove for the payment(s) hereunder are not so appropriated;

18. COMPLIANCE WITH CITY CODE PROVISIONS. The Consultant hereby agrees to fully comply, to the extent applicable, with the requirements of the City's Code of Ordinances, Sections 103-1 through 103-10, regarding consultants in general. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which the City may unilaterally terminate this Agreement by way of written notice to the Consultant. The provisions of the City Code can be found at www.municode.com ;

19. TERMINATION.

A. TERMINATION FOR CAUSE. If, through any cause, the Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Consultant shall violate any laws or any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, photographs, or other material prepared by the Consultant pursuant to its performance under this Agreement shall, at the option of the City, become the City's property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Consultant shall not be responsible for any claims resulting from the City's use of the documents on another project or changes made to the documents without the Consultant's express written permission;

The term "cause" includes, without limitation the following:

1) If the Consultant furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete;

2) If the Consultant fails to perform to the City's satisfaction any material requirement of this Agreement or is in violation of any specific provision thereof or any State or Federal law or requirement; or

3) If the City reasonably determines that satisfactory performance of this Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Should the City terminate this Agreement for cause, the Consultant shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement by the Consultant and the City may withhold any payment to the Consultant for the purposes of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

B. TERMINATION FOR CONVENIENCE. The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to the Consultant and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become property of the City. If the Agreement is terminated by the City as provided herein, the Consultant shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Consultant pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement;

20. DISPUTE RESOLUTION.

A. EXECUTIVE MEETING. The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to this Agreement ("Claims") through a meeting of the chief executives of each party, or their respective designees ("Executive Meeting").

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held in the place where the Project is located, unless another location is mutually agreed upon.

B. MEDIATION. Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. ARBITRATION. Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of the City, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law.

Any judgment will be entered or court action will be brought in a court of competent jurisdiction within the State of Connecticut.

D. PERFORMANCE DURING DISPUTE. Unless otherwise directed by the City, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved.

E. CLAIMS FOR DAMAGES. Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

21. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of Connecticut and the parties hereby waive any choice of law provisions contained therein;

22. COMPLIANCE WITH LAWS. The Consultant shall be responsible for compliance with all applicable federal, state and local laws, rules, regulations, codes, orders, ordinances, charters, statutes, policies and procedures.

23. CONFIDENTIALITY. During and after the term of this Agreement, the Consultant, including, without limitation, its employees, agents, servants and representatives, shall not directly or indirectly disclose or make available to any person, firm, corporation, association or other entity of any reason or purpose whatsoever, or use or cause to be used in any manner adverse to the interest of the City, any financial, administrative or other confidential business information, except as require by law.

24. GIFTS. During the term of this Agreement, including any extensions, the Consultant shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Consultant shall include its members, officers, directors, employees, and owners of more than 5% equity in the Consultant. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated; and

25. CODE OF ETHICS. The Consultant shall comply with the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances and shall be considered an "employee", as defined in that Chapter, strictly for the purpose of compliance thereto. The Consultant is prohibited from using its status as a consultant to the City to derive any interest(s) or benefit(s) from other individuals or organizations.

26. MORALS CLAUSE. Neither the Consultant, the Consultant's Representatives nor the Consultant's key personnel shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with the City. If the Consultant, the Consultant's Representative or the Consultant's key personnel is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or the City or the Consultant is accused of performing or committing any act which could adversely impact the Consultant's events, programs, services, or reputation, the City shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within

which period the Consultant may cure such offense. The determination of whether and to what extent the offense is cured shall be made by the City at its sole discretion.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written. Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

Print: VA Parkosky
Witness

By: _____
David R. Martin, Mayor

Date: 4/20/20

Print: Kathleen Rather
Witness

MURPHY MEDICAL ASSOCIATES LLC

Print:
Witness

By: _____
Steven A.R. Murphy MD, Managing Partner

Date:

Print:
Witness

Approved as to Form:

Chris Dellaselva
Asst. Corp. Counsel

Date: Apr. 16, 2020

Approved as to Insurance:

David Villalba
Risk Manager

Date: April 16, 2020

EXHIBIT L

The New York Times https://nyti.ms/38vcw5m

These Towns Trusted a Doctor to Set Up Covid Testing. Sample Patient Fee: $1,944.

Patients say a Connecticut physician took advantage of the pandemic with "super Covid tests" and $480 follow-up phone calls.

By Sarah Kliff

Published Nov. 10, 2020 Updated Nov. 12, 2020

Rebecca Sussman got a coronavirus test because town officials in Bedford, N.Y., encouraged her to.

"If you haven't gotten your test yet, please do so for yourself, your family and our community," Chris Burdick, the town supervisor, said in an email. More tests would mean a lower positivity rate, he said, and a faster path to reopening. He directed residents to the town's new testing site, situated on an empty parking lot at the train station.

Ms. Sussman, 51, took her whole family to get tested, and the results came back negative.

Then the paperwork came: $6,816 had been charged to insurance for four coronavirus tests. Ms. Sussman's fees alone were $1,944.

She started looking through the itemized costs. One insurance claim showed that she had been tested for a dozen respiratory diseases. She found that odd; the town emails advertised only a coronavirus test. There was also a surprise $480 charge for a short phone call relaying her results.

"That's when I realized something was wrong," Ms. Sussman said. "When in the history of medical appointments does it ever cost to get a phone call giving you your test results?"

The bills didn't come from the town. They came from Dr. Steven Murphy, an internist from Greenwich, Conn., whom Bedford had selected to run its testing site.

Ms. Sussman and 10 other patients contend that Dr. Murphy used this public testing site and others nearby to run unnecessary and expensive tests. He did so with little oversight from town officials, who had advertised his services widely.

In health care, this type of billing is often described as upcoding, using codes that net high reimbursements but aren't warranted for the medical care delivered.

"What it appears is happening is he is billing every code he can get reimbursed," said Susan Null, a medical billing expert who reviewed patient billing documents from Dr. Murphy's practices for The New York Times.

Patients tested at privately owned emergency rooms have faced similarly high bills. Many of those tested by Dr. Murphy were shocked that testing sites created by their cities and towns would involve such high fees.

Rebecca Sussman said, "When in the history of medical appointments does it ever cost to get a phone call giving you your test results?" Jeenah Moon for The New York Times

Dr. Murphy estimates he has tested at least 60,000 patients for coronavirus. He defends his billing methods, and says he has brought an important service to the communities he serves.

"I jumped on this," he said. "I decided, let's work up these patients. Let's care for them in the drive-through."

The Times has been asking readers to submit their bills so that we can understand the costs of coronavirus testing and treatment. The collection of more than 400 bills has revealed that some coronavirus patients face overwhelming medical debt and that, across the country, many Americans face illegal fees for their tests. If you have a bill to submit, you can do so here.

The Cost of Care

We are examining how Americans are grappling with the costs of health care during the Covid-19 pandemic.

Dr. Murphy has generated more submissions to the Times database than any other individual provider, often from patients concerned that his high fees would raise health premiums.

"Just because I have a zero-dollar co-pay, it doesn't meant that, in the long run, I don't pay for this," Ms. Sussman said. "My husband works for a company with amazing benefits, but every year our premiums go up. This is part of that."

A scarcity of tests, and an enticing offer

Town and city officials were eager to work with Dr. Murphy when he offered to set up coronavirus testing sites in early spring. There was no national testing infrastructure, and cities, hospitals and doctor's offices were scrambling to build testing capacity on their own.

New York City's northern suburbs were especially desperate. Westchester County experienced one of the country's earliest outbreaks, a cluster centered in a synagogue in New Rochelle.

Dr. Murphy offered to provide thousands of tests, something other doctors and hospitals could not match.

"He reached out to me, then we realized he was doing work in other towns, " said Justin Elicker, the mayor of New Haven, Conn., which started a testing site with Dr. Murphy in April. "We called them for references and they were all quite pleased."

Cities and towns gave Dr. Murphy free access to public property and rented tents on his behalf. One city provided internet hot spots. Bedford, where Ms. Sussman lives, recruited volunteers to assist Dr. Murphy with his work and arranged for residents to donate lunches.

Dr. Murphy committed to not billing patients directly but retained control over how he would examine patients and what he would charge health insurers.

Billing documents show that Dr. Murphy did not test patients just for coronavirus. He routinely billed insurers for a large panel test for at least 20 respiratory pathogens, including rhinovirus and enterovirus.

One large national health plan said it received over 1,000 claims from Dr. Murphy for the large panel test this spring. It received fewer than a dozen claims from him for stand-alone coronavirus tests in the same period. Insurers typically reimburse the panel test at a higher rate, often paying six times what they would for a regular coronavirus test, according to data provided by the nonprofit Health Care Cost Institute.

Dr. Murphy said he reserved the larger panel test for symptomatic patients or those who needed a quick turnaround on their results. But in interviews, asymptomatic patients said they had also received the more expensive test.

Mary Farley, 69, got a test at one of Dr. Murphy's sites because she wanted to contribute to epidemiological data in her area, she said. John Muggenborg for The New York Times

Mary Farley, 69, got a test at one of Dr. Murphy's sites because she wanted to contribute to epidemiological data in her area, she said. She had no symptoms or any known contact with a positive case.

Medicare paid $583 for Ms. Farley's drive-through test, in part because of the large panel test. Medicare typically pays only between $51.31 and $100 for a coronavirus test.

"There is a lot broken with the health system, and I think this is a blatant example of that," Ms. Farley said. "A lot of people are worried about taxes going up, and these charges are a hidden tax on all of us."

Dr. Murphy also billed patients hundreds of dollars for a short call to deliver results.

Ms. Farley recalled making repeated phone calls to Dr. Murphy's office to obtain her results. "It was a 30-second phone call after I spent almost two weeks trying to get someone on the phone," she said. "Then to find out they were charging $340 for that, it felt like there was no end to it."

An 'unusual and inappropriate' approach

Some health insurers are paying a large share of Dr. Murphy's billed charges. Ms. Sussman's health plan, Anthem Blue Cross, paid more than $5,000 for the family's tests. Medicare appears to regularly reimburse Mr. Murphy's claims, too.

The Coronavirus Outbreak ›

Words to Know About Testing

Confused by the terms about coronavirus testing? Let us help:

- **Antibody**: A protein produced by the immune system that can recognize and attach precisely to specific kinds of viruses, bacteria, or other invaders.
- **Antibody test/serology test:** A test that detects antibodies specific to the coronavirus. Antibodies begin to appear in the blood about a week after the coronavirus has infected the body. Because antibodies take so long to develop, an antibody test can't reliably diagnose an ongoing infection. But it can identify people who have been exposed to the coronavirus in the past.
- **Antigen test:** This test detects bits of coronavirus proteins called antigens.

SEE MORE

Other plans are denying the large fees or requesting more information. Dr. Murphy has sued one large health plan, Cigna, over denied coronavirus test claims. When The Times first contacted Dr. Murphy, he responded with a photograph of what he said was a large box of insurer denials.

"About 4,000 denials or requests," he wrote. "Uncompensated at a cost of millions!"

Dr. Murphy said that it was inappropriate to test patients only for coronavirus, as other diseases could be missed.

"Just testing for coronavirus is one of the most dangerous things you could do," he said. "It is crystal clear that mentality is bad for public health."

When Ms. Farley emailed to inquire about her bill, Dr. Murphy's staff described the larger panel test as "a super Covid test."

"Dr. Murphy is a very thorough doctor," a staff member wrote, adding that everyone "is tested not only for Covid but also for any other virus that may be active." The email was obtained by a public records request filed by Sammy Sussman, Ms. Sussman's son, a student journalist who wrote about his test fees on Medium.

A parking lot in Darien, Conn., was turned into a coronavirus testing site run by Dr. Murphy. Joshua Bright for The New York Times

Medical experts said Dr. Murphy's testing and billing practices were out of line with current standards.

Offering one large panel when looking for the virus "is unusual and, in my opinion, inappropriate," said Dr. Alexander McAdam, director of the infectious disease laboratories at Boston Children's Hospital. "That panel should only be used for the critically ill or immuno-compromised, so we don't over-test and generate too large of a bill for our patients."

Dr. McAdam also said a "super Covid test" does not exist, nor would he describe a large respiratory panel as such.

Ms. Sussman's complaint to a town official about the high fees was forwarded to Dr. Murphy, who seemed to bristle at her suggestion that the price was inappropriate.

"What would be acceptable as payment, Ms. Sussman, to put your life at risk daily with exposure to a virus seven days a week?" he wrote in an email. "In snow? In lightning? In rain? In oppressive heat?"

Elected officials in multiple cities have received complaints from residents about Dr. Murphy's billing practices. Some shut down the testing sites as resources became available elsewhere.

“It raised enough concerns that we felt like it was simpler to move in a different direction,” said Mr. Elicker, the New Haven mayor.

Others say it’s not their place to regulate Dr. Murphy’s billing practices.

“We’re not policing this from a billing perspective,” said David Knauf, health director for Darien, Conn. “That is somebody else’s responsibility and not ours.”

The testing site in Bedford closed in mid-July, shortly after Sammy Sussman’s article on his testing bill was published.

Mr. Burdick, the town supervisor who had directed Bedford residents to the site, said the decision to close did not have to do with Dr. Murphy’s billing practices. Rather, the site was on a commuter parking lot, and a more typical number of commuters to New York was expected to return soon.

“As other testing facilities opened, the need no longer was present,” he wrote in an email.

Dr. Murphy’s website still advertises six testing sites: four in Connecticut and two in New York. For those awaiting test results, his site says: “Daily telehealth visits recommended for your health.”

EXHIBIT M

Covid-Test Doc's Woes Mount; UNH Bails

by **THOMAS BREEN** | Nov 16, 2020 3:23 pm
(2) Comments | **Post a Comment** | **E-mail the Author**
Posted to: **Health**, **Legal Writes**, **Dwight**, **Covid On Campus**, **Covid-19**

THOMAS BREEN PHOTO

Testing at Murphy's former Day Street Park site.

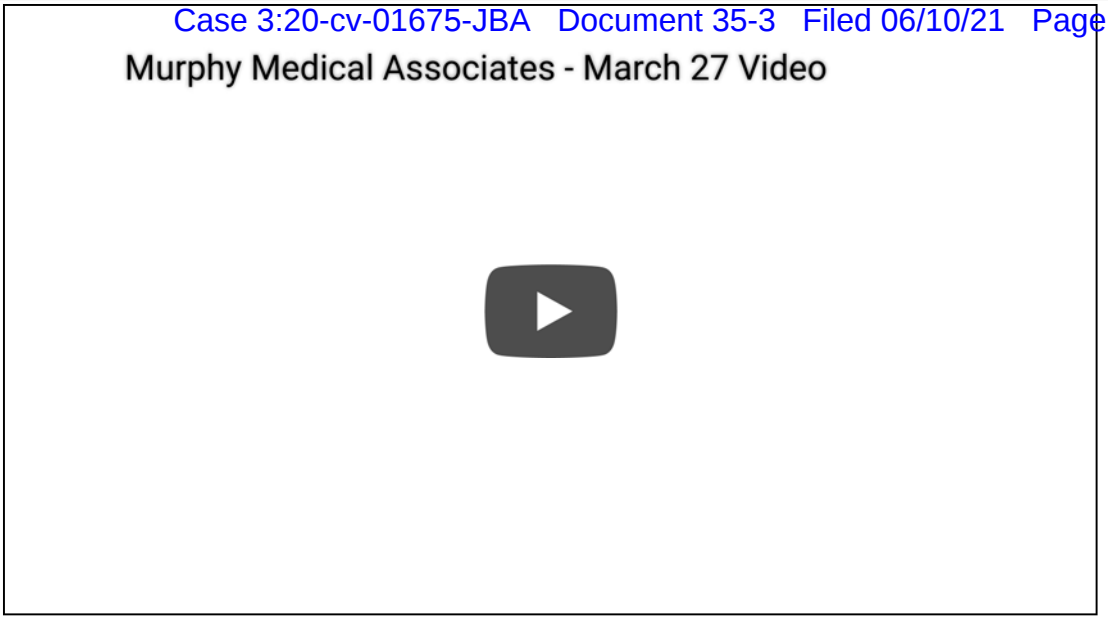
A Greenwich doctor who sparked controversy by cashing in on New Haven's Covid-19 testing has seen his problems and fights broaden as new revelations emerge about his practice.

City officials originally hailed the doctor, Steven Murphy, as a public-spirited partner when the coronavirus pandemic hit this spring and he set up government-sanctioned "free" testing sites around town.

Then people started noticing inflated bills sent to insurers, of up to $2,000 for a single test —and in at least one case, a debt collector coming to a "free" patient's door (or, at least, to his mailbox).

The city cut ties with Murphy following the Independent's reporting this summer and fall about local patients waiting up to two weeks for their test results, having their insurance companies billed upwards of $2,000 for a single test, and, in one case, having a debt collector hound an Edgewood resident to pay a $314 charge stemming from a "free" test he received in Day Street Park.

But in the meantime Murphy struck deals with other government agencies throughout the New York metropolitan region — and similar complaints have emerged in Westchester and Fairfield Counties, documented in stories this past week in The New York Times and the Stamford Advocate.



Back here, the University of New Haven, meanwhile, has joined an ever-increasing number of partners to sever ties with Murphy's controversial firm.

A spokesperson for Connecticut Attorney General William Tong said his office has launched an investigation into Murphy's practices.

Another local client, the Tower One/Tower East senior complex, has decided to allow the doctor's clinic to continue providing regular coronavirus tests.

And Murphy has swung back with a new federal lawsuit accusing an international health insurance company of withholding $4.6 million in Covid test-related payments he claims he is owed.

Those are just the latest twists and turns in the ongoing saga of Murphy Medical Associates, the doctors' group run by internist Murphy.

Insurance company explanations of benefits and interviews with patients and their family members show that Murphy charges insurance companies over $200 for a 10-second nasal swab, up to $1,500 for the processing of a swab sample in a lab, and then another $450-plus for a brief follow up phone call with a patient.

All of these complaints seem to be accumulating into potentially larger trouble for Murphy than just severed public contracts.

"[W]e have received complaints and have an active, ongoing investigation," Tong spokesperson Elizabeth Benton wrote in an email. She added that the "investigation has been ongoing for several months," and declined to comment further.

The complaints, meanwhile, keep flowing in.

Parents of University of New Haven students who were tested by Murphy before returning to campus thi fall have recently added their voices to the chorus of concerns about alleged overbilling and

A sign at Murphy's former Dwight site.

Cost Breakdown for This Claim

Service	Code(s)	Billed by provider	Plan discount	Allowed by plan	Plan paid	What you pay
Resp Virus 12-25 Targets	*00933, *00947	$1,500.00	$1,002.54	$497.46	$0.00	$0.00
Total		$1,500.00	-$1,002.54	$497.46	-$0.00	$0.00

ANTHEM

A Covid test bill submitted by Murphy to Anthem.

misrepresentation of services.

"This is why we are the way we are in the healthcare system," said one UNH parent, Aimee Jusino.

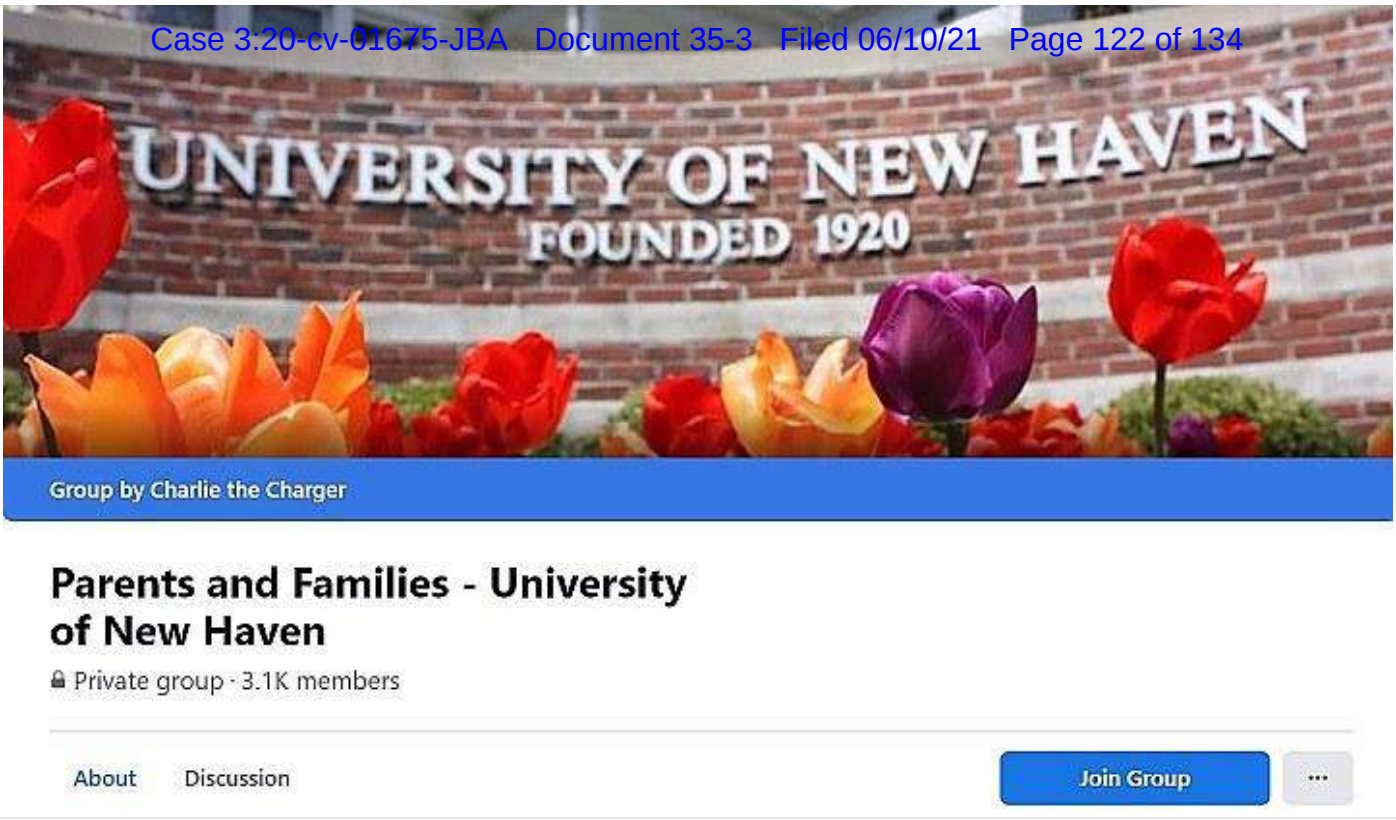
Fellow UNH parent Chip Dyer agreed. "All this overbilling is how medical inflation happens."

And former volunteers at the now-shuttered Day Street Park testing site told the Independent how they feel as if their free labor was exploited by Murphy to potentially juice his profits and grow his business.

"I was sort of getting the sense that he was making hand-over-first money" off of the work of volunteers, said former volunteer David McIntosh.

UNH Parents: Murphy "Not On The Up & Up"?

While most of the reporting on Murphy to date has focused on complaints from patients tested at government-sanctioned sites run by the Greenwich doc, Murphy has also partnered with private



UNH's parent and family Facebook page.

institutions like the West Haven-based University of New Haven and the local elderly residential facility, Tower One/Tower East.

UNH Assistant Vice President for Marketing & Public Relations Doug Whiting told the Independent by email Friday that Murphy Medical conducted roughly 3,500 tests for students, faculty and staff in a three-week period in August before the start of the fall semester.

"The University is aware of reports that examine the billing practices of Murphy Medical Associates," he wrote. "The University has had no role in the billing of the COVID-19 tests that were administrated on campus by Murphy Medical Associates. The University does not condone any issues of upcoding."

He said that Murphy Medical has not conducted any testing on campus since August. Throughout the fall semester, he said, UNH has used Yale New Haven Health to administer random asymptomatic Covid-19 testing, and that that arrangement will continue for the Spring 2021 semester. He also said that UNH did not pay Murphy any money as part of their testing agreement.

Even though Murphy is no longer testing UNH students, parents of those who have been tested have taken to a private UNH-run Facebook page to voice their disbelief of just how much money their insurance plans have been billed for what seemed like a 15-second nasal swab test and a 10-second follow up phone call completed weeks ago.

Aimee Jusino, a Plainville resident whose 18-year-old son goes to UNH, said that her son was tested on campus by Murphy Medical on Aug. 20. She recalled filling out a questionnaire in advance of his getting tested that asked if he wanted to receive a nasal swab test, an antibody test, or both. They went just for the nasal swab.

His coronavirus results ultimately came back negative, she said. But that's not the only result she got.

She said her son received a multi-page PDF showing that he had also tested negative for a full panel of viruses and bacteria. She shared that document with the Independent. It shows that her son was tested by Murphy for adenovirus, four different coronaviruses, SARS-CoV-2, metapneumovirus, influenzas A and B, four different parainfluenzas, as well as for the bacteria chlamydia pneuomoniae, mycoplasma pneumoniae, bordatella parainfluenza, and bordatella pertussis.

“After the swab was done and those multiple tests were performed that I and my son did not consent to, they billed my insurance company,” Cigna. Which she happens to work for.

The explanation of benefits showed three different claims: one submitted on Aug. 20 for $1,500, one submitted that same day for $268, and one submitted on Sept. 5 for $480.

“That’s when I contacted the fraud unit” at Cigna, Jusino recalled. She said that Cigna ended up denying two of the claims, but they still have the $1,500 claim pending.

“They are just so brazen in doing this,” she said about Murphy. “I work for the healthcare industry, and this is why we are where we are” with the high costs of healthcare and health insurance.

Fellow UNH parents Chip Dyer of West Suffield, Conn. and Patti Wilson-Fico of Cranford, New Jersey separately told the Independent that their families have had nearly the exact same experiences.

Dyer’s son got tested by Murphy on UNH’s campus on Aug. 16. He had a nasal swab and got his negative results the next day, Dyer said.

A few weeks later, he was floored by what he read in an explanation of benefits provided by his healthcare insurance provider, Cigna.

His insurer was also billed three times: once for $364, once for $1,500, and once for $480. The largest claim is still pending, he said, while another has been denied.

Dyer said he called Cigna on Oct. 9, and his insurance company encouraged him to file a complaint with the Connecticut attorney general.

“I’m not worried because I think Cigna is going to deny these anyway,” he said about the claims. “I’m not worried as far as me getting billed. But I’m pissed that they had the audacity to file three separate claims against my insurance company. I feel like they are trying to swindle money out of insurers.” He said he fears that this type of “overbilling” will ultimately result in medical inflation and higher premiums down the road.

“I wish they could have vetted the company that they chose,” Dyer said about UNH. “For whatever reason, they chose Murphy. To me, that was a bad choice.”

And Wilson-Fico told the Independent that her daughter drove up to UNH just for the day on Aug. 18 so that she could get tested before returning to campus later that month.

“It was literally just a Covid test,” she said. “It was outside. It took all of 15 seconds.”

Then, just like the others, she saw the explanation of benefits from her insurer, Cigna. One claim was for $480, one for $1,500, and one for $260.

She said she reached out to Murphy Medical by email, and got a prompt response with explanations of why those bills were so high.

She said a Murphy Medical customer service representative told her that the $480 was “for a medical professional performing the swab” and the $1,500 claim “was for processing the swab in their lab.” She said one of the $268 charges was for “the medical professional giving the results.”

“Personally, I kind of feel it’s not on the up and up,” she said about Murphy’s testing and billing practices.

Yet another UNH parent, Howard Adler, reached out to the Independent not because his daughter was tested by Murphy—she was ultimately tested by YNHH—but because of how concerned he was after reading all of his fellow parents’ complaints on the UNH family Facebook page.

Adler is a urologist who works in New York. As a medical professional himself, he said, these complaints jumped out to him as following a classic pattern of fraudulent billing.

“Overbilling is a very, very serious issues that we have to deal with,” he said. “It’s part of the reason why healthcare insurance is so high.”

He said it’s all well and good to say that no patient has to pay anything out of pocket after getting a test. But those costs ultimately catch up with the consumer, because healthcare costs go up and “there’s not an infinite pile of money some place.”

“There’s a possibility that this is not a top notch operation,” he said. “That they’re doing this just for the billing and the potential revenue of it.”

Murphy Volunteers: Feeling Used

THOMAS BREEN PHOTO

McIntosh taking a swab at the Day Street site.

Patients and their family members aren’t the only ones who have spoken up to the Independent about their concerns with Murphy Medical’s Covid-19 testing operations.

Two former volunteers at the now-closed Day Street Park walk-up testing site in Dwight also told this reporter about feeling used by the Greenwich doc.

Nurse practitioner-in-training and New Haven resident David McIntosh said that he got involved with the Day Street Park site after signing up to volunteer with the state's Medical Reserve Corps.

Interested in helping out his fellow New Haveners and putting his medical training to public use during a pandemic, McIntosh signed up and was ultimately assigned to Murphy's Dwight testing site.

McIntosh said that when he first stared doing nasopharyngeal swabs at Day Street Park, he thought the site was just for Covid tests. He would swab a patient, tell them that they'd receive their results in a matter of days, and then usually never hear from them again. (Other Murphy Medical staffers were responsible for following up with patients about their test results.)

He said he began to suspect that Murphy was testing for more than just the novel coronavirus that causes Covid-19 when the clinic started doing antibody blood tests at the Day Street site.

"He just rattled off a bunch of other things" he wanted to test for through the antibody tests, McIntosh recalled of Murphy. When McIntosh asked why they were testing for so much—sometimes requiring six or seven vials of blood from each person—he said Murphy told him that he wanted to make sure that a patient did not have any other adverse conditions that might make a bout of Covid-19 that much worse.

Rev. Abraham Hernandez gets an antibody test at Day Street.

McIntosh said he ultimately grew disillusioned with the set up when he saw how many people were getting tested, how the testing site was staffed almost entirely by volunteers, and how medical personnel could make upwards of $35 an hour doing similar work at other testing sites across the state.

And so he stopped volunteering.

"If it was a purely altruistic endeavor, I would have been happy with it." But that didn't seem to be the case.

"From the way he was talking about the tests and the way his business was growing at such a high rate, I could kind of sense that there was a profit motive."

McIntosh praised Murphy's clinic for keeping an exceptionally high standard of cleanliness and in terms of the quality of medical instruments used. He also said he doesn't think that Murphy was necessarily billing for treatment that wasn't provided.

"He's billing for things that happened. He just never really told people that."

In response to the recent wave of reporting about Murphy in the Independent, the New York Times, and the Stamford Advocate, McIntosh said, "I'm disappointed more than anything. These are the kind of profit incentives that increase healthcare costs for everybody. This is a microcosm of the inefficiencies of our current system."

Another Day Street Park volunteer—who declined to be identified by name for this article because she is ashamed of having been associated with Murphy at all—offered a very similar perspective.

She volunteered through the Medical Reserve Corps because she wanted to help out her fellow city residents in a time of great need. She was assigned to Murphy. And she believed that the site was a Covid-19 testing site only.

"The information that I was given about the process was that we were doing Covid testing, and that the test we were doing is more accurate than the test you would get at CVS."

She said she does not have any medical background, and therefore did not conduct any of the tests herself, but rather volunteered greeting and helping sign up patients when they arrived at the site.

"If they needed volunteers to staff a private practice, I don't know if I would have done that," she said. She thought she was volunteering in a more city-sanctioned, altruistic capacity.

"This year has been so hard," she said. "A bright spot for me was that when things got bad in New Haven, I could sign up for this volunteering" and meet other like-minded New Haveners and help her city weather the storm.

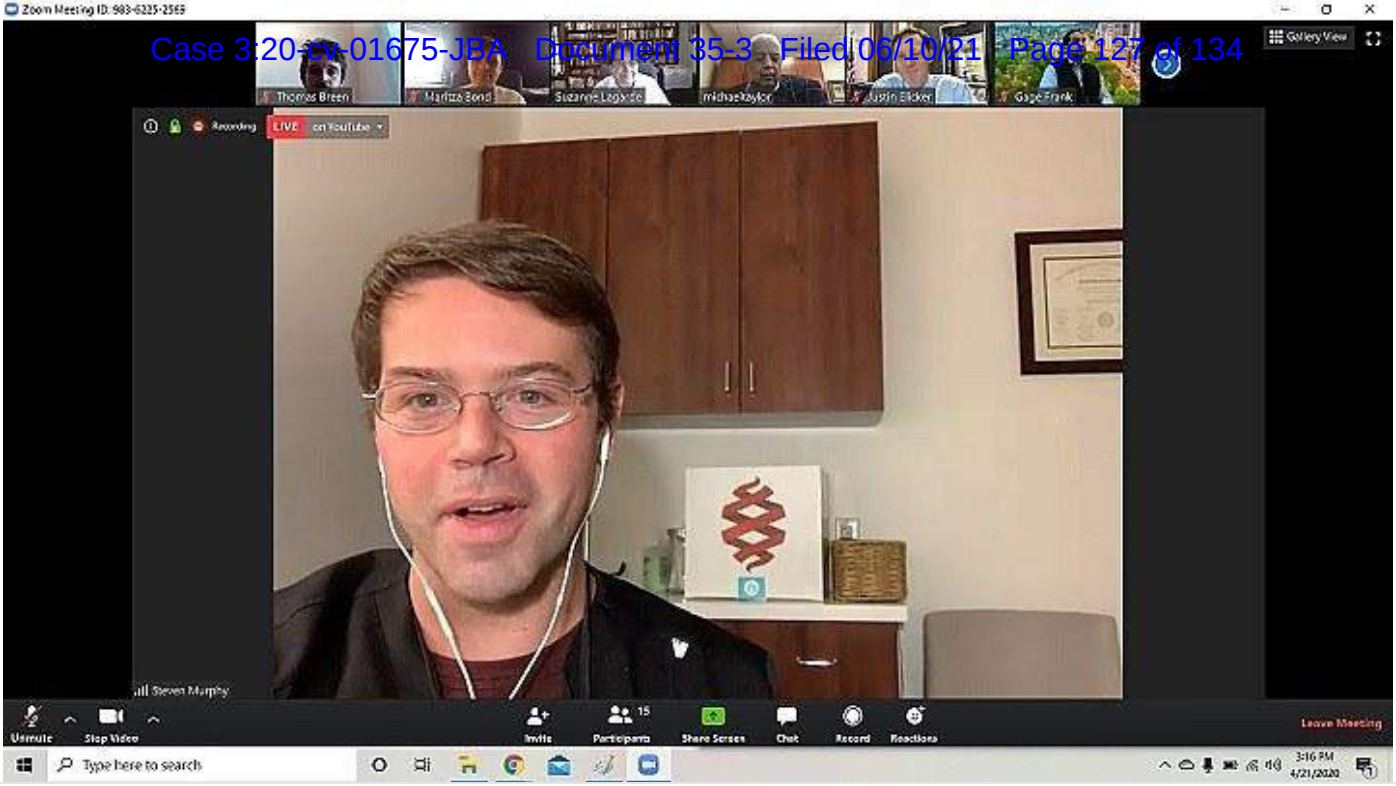
"I regret it now, seeing the bills that people are getting," she said. "I think it's really bad."

Murphy Cites Heritage Of "Pirates" & "Horse Thieves"

Through it all, Murphy has contended that his clinic has done nothing wrong.

He has claimed that his doctors and volunteers provide comprehensive health care assessments that intentionally go beyond the bounds of testing for just the novel coronavirus. That's to make sure that patients who might suffer from serious complications if they do contract Covid-19 do not already have other ailments that can be sussed out ahead of time through a full panel of viral tests, he has repeatedly said.

That logic is perhaps most fully articulated in a new federal lawsuit filed on Nov. 6 by Murphy and four limited liability companies controlled by the Greenwich doctor — including Murphy Medical Associates LLC, Diagnostic and Medical Specialists of Greenwich LLC, North Stamford Medical Associates LLC, and



Murphy at an April city presser.

Coastal Connecticut Medical Group LLC — against the health insurance company Cigna.

The suit accuses the Connecticut-based global insurance goliath of owing Murphy more than $4.6 million dollars in reimbursements for “Covid-19 testing-related services” provided to over 4,400 Cigna members or beneficiaries.

“Cigna, perhaps more concerned with ensuring that COVID-19 does not adversely impact its profit margins, has not honored its statutory obligation to reimburse the Murphy Practice for the COVID-19-related testing that it provided to Cigna’s members and beneficiaries since March 2020,” that legal complaint reads.

Murphy argues in that lawsuit that he should be applauded, not vilified, for providing a massive amount of pandemic testing — in municipalities including Greenwich, Stamford, New Canaan, Darien, Fairfield, Bridgeport, New Haven, West Haven, Stratford, and Ridgefield, Connecticut, as well as in Brooklyn, Bedford, and Pound Ridge, N.Y.

“That this lawsuit needs to be brought at all is a sad commentary on the state of health care in 2020 America,” the complaint begins.

“Put simply, at the start of the COVID-19 pandemic, the Murphy Practice – a cutting edge internal and preventative medical practice based in southwestern Connecticut – was one of the first (if not the first) to answer the call of towns and institutions throughout Fairfield and New Haven Counties, Connecticut, and Westchester County, New York about the desperate need for timely COVID-19 testing.”

Click here to read that lawsuit in full.

In a separate one-page letter released in response to recent reporting, Murphy dismissed the New York Times article as “full of inaccuracies and innuendo” for implying that patients have to bear the cost of any of Murphy’s testing.

MAYA MCFADDEN PHOTO

Click here to read that one-page letter.

And in another, separate, detailed set of responses to the Independent's requests for comment for this story, Murphy Medical's attorney, Michael Battema, defended the Greenwich doctor's pandemic-era practices.

"Since March 9, 2020, MMA [Murphy Medical Associates] has strived to provide the best and appropriate standard of care," he wrote. "MMA has not billed any patients for any Covid related testing and follow up care. MMA has billed insurers for services using codes created by the insurance providers."

And as for the attorney general's investigation, Battema pledged cooperation.

"Murphy Medical Associates will fully cooperate with any investigation and is committed to being transparent and answering any questions."

He also said that Murphy Medical has updated its registration and online materials to "provide more transparency on the scope of services we provide and the cost to insurers for those services."

In response to a request for comment on the Day Street Park volunteers' perspectives, Battema wrote, "Murphy Medical Associates is extremely grateful for the work and efforts of all of its volunteers."

Battema was also asked about a recruitment video that Murphy posted to his clinic's YouTube page at the end of March.

In that video, which you can watch at the top of this article, the doctor describes his motto's practice as "apply the healing hands" and its goal as treating patients, staff, and volunteers like family.

"I want to tell you a little bit about my family," he says in the video (at around the 1:35 mark).

MURPHY MEDICAL ASSOCIATES

Murphy's crest.

"My family consists of immigrants and pirates [and] horse thieves. And I knew that that type of person was willing to take risks and be brave. Sure they're a brigand. Sure they stole some horses on my great-grandfather's side. But these are all people who worked hard. They worked hard for their family, and they love their family." Murphy goes on to describe each of the symbols in his practice's crest.

"Dr. Murphy is proud of his heritage and the generations that came before him who have helped to instill the notion of working hard and trying to do the right thing," Battema told the Independent. "Respectfully, there is significantly more to the 4 minute video than a simple reference to pirates and horse thieves."

Murphy's Lawyer: Nothing Fishy, Just "BioFire"

In response to the various concerns expressed by the parents of UNH students, Battema wrote that Murphy Medical agreed to test roughly 3,000 UNH students provide same day turnaround for each test.

"The only way MMA was able to meet the demand and turnaround time was by running the labs in-house on MMA's own laboratory machines," he wrote, which are called BioFire machines. "MMA had no control over the turnaround time of its third party lab partners, and, at that time, it often took a week or more for us to receive the results we sent to other lab resources."

Battema said that the BioFire machine uses a respiratory panel that tests for numerous respiratory pathogens, including influenza and corona strains.

"By testing for numerous pathogens that coexist and/or have similar indications, the BioFire identifies and eliminates in a single panel test what is causing a patient's symptoms. The benefit to a comprehensive single panel test is it prevents the need for subsequent additional testing."

He said that the federal Food and Drug Administration (FDA) granted an emergency use authorization in May 2020 for a BioFire panel that tests for SARS-CoV-2 plus 20 additional respiratory pathogens "with similar indications to Covid-19.

THOMAS BREEN PHOTO

Signing up to get tested at Day Street Park.

“Thus, for MMA to test for Covid-19 in-house and produce rapid results, MMA can only do so by running the complete BioFire panel. BioFire does not make a ‘covid-only’ panel.”

He said that Murphy Medical had medically trained doctors, nurses and physician assistants on site who performed the swabs.

“Fast and reliable testing is essential to curbing the spread of this novel coronavirus. By running each test in-house, MMA was able to test thousands of UNH students and return the results of those tests within hours.”

Towers: We Stand By Murphy

THE TOWERS
AT TOWER LANE

Date: November 13, 2020
To: Residents, Families, and Friends
From: Gustave (Gus) Keach-Longo, President/CEO

RE: **COVID-19 Update**

One local institution that has decided not to change its partnership with Murphy despite the complaints of potential overbilling and misrepresentation of medical services is Tower One/Tower East.

In his latest Covid-19 update email sent out on Nov. 13, The Towers at Tower Lane President/CEO Gustave Keach-Longo said that he is aware that Murphy Medical was “negatively featured” in a recent New York Times article regarding the group’s billing practices.

He wrote that the Towers started working with Murphy on Covid-19 testing on the recommendation of the city in early June, “long before widespread testing became available.”

“The testing services Dr. Murphy has made widely available at The Towers has been truly outstanding,” he continued. “The frequent testing remains a key piece of our protocols to keep our community health.”

He wrote that Murphy Medical tests roughly 550 people each week at the Towers—including residents, caregivers, staff and visitors. Thanks to that testing, “we have been able to catch numerous COVID cases entering our building early. By doing so, we are preventing community spread within The Towers.”

Keach-Longo stressed that anyone who has needed a test from Murphy has received one regardless of whether or not they have insurance.

“To date, we have not had any significant issues with anyone having to pay for Murphy’s services with their own out-of-pocket funds related to deductibles or copays,” he wrote. “Our top priority, especially during this new surge in cases in our local area, is doing everything possible to keep our residents safe.”

Keach-Longo concluded that the Towers rely on frequent on-site testing that is accurate and quickly turned around.

“Without this essential tool, our residents would need to return to the practice of remaining in their apartments as they had to in the spring and early summer,” he wrote. “Due to our testing practices, our residents now have the ability to attend social-distanced programs and remain safe while doing so. We will continue to monitor this and, as always, advocate for our residents and staff.”

Lawsuit: It’s Cigna’s Fault

YOUTUBE

Murphy delivers his recruitment pitch.

And then there's Murphy's lawsuit against Cigna. Filed in the U.S. District Court of Connecticut on Nov. 6, Murpy and his various holding companies assert that the Connecticut-based insurance giant is the true bad guy in this pandemic, not the doctors trying to ramp up testing to meet the general public's need. (Cigna's spokesperson did not respond to multiple email requests for comment about the suit by the publication time of this article.)

The suit states that Murphy's businesses "invested hundreds of thousands of dollars to transform its traditional medical practice to set up COVID-19 testing sites throughout southwestern Connecticut and the Hudson Valley. These sites – which were erected virtually overnight – were designed to provide efficient drive and/or walk-through COVID-19 testing to patients with symptoms or suspected exposure. These testing sites were unquestionably the first line of defense against the pandemic."

It also states that Murphy's practice spent hours and hours researching peer-reviewed and other expert literature to determine how best to fulfill its Covid-19 testing mission.

That research led Murphy to believe that a simple, rapid Covid-19 polymerase chain reaction (PCR) test "is insufficient for treating potentially infected patients," the suit contends. "Rather, to comply with the most up-to-date clinical guidance, and to provide complete and thorough patient care, testing for other potential viruses and bacteriological diseases had to simultaneously be performed. And, for patients who tested positive for COVID-19 – or who had COVID-19 antibodies in their system – blood testing had to be performed to determine the potentially life-threatening damage that the virus was doing or had done to the body's organs and systems."

So that's what the practice has done. Thousands upon thousands of times over the past eight months.

The suit states that, from March 1 through Oct. 31, Murphy's practice has "engaged in over 65,000 encounters with patients, and collectively tested and provided medical treatment and care to over 28,000 of those patients." It says that Murphy has tested approximately 3,00 uninsured patients as well.

Cigna, the lawsuit asserts, has not honored its obligation to reimburse Murphy for the Covid-19 testing provided to date.

They are obligated to do so thanks to the federal Families First Coronavirus Response Act and the CARES Act, the lawsuit states, which mandate that health plans cover Covid-19 related testing without any cost-sharing passed along to patients.

Cigna has not paid Murphy over $4.6 million due related to his testing of over 4,400 Cigna members or beneficiaries, the lawsuit reads.

“Cigna has instead engaged the Murphy Practice in a paperwork war of attrition,” the suit states. They’ve allegedly done that through making “voluminous medical records and audit requests in a clear effort to overwhelm the Murphy Practice and to delay its payment obligations indefinitely.”

But Cigna’s alleged offenses don’t end there, according to the lawsuit.

“Finally, adding insult to injury, Cigna has – in a cynical attempt to divert attention away from its wrongful conduct – made defamatory and malicious statements about the Murphy Practice and Dr. Murphy to its patients and others,” the lawsuit reads.

“For all these reasons, the Murphy Practice and Dr. Murphy are entitled to compensatory damages and the declaratory and other relief requested herein.”

Those damages include $4,680,326 in damages, plus interest, as well as other compensatory and punitive damages.

New New Haven Office Opening Soon

Despite the swirl of drama and the sundered contract with the city, Murphy Medical still plans on opening up a new office in the Elm City soon.

Battema said that both he and Murphy were born in New Haven, and that Murphy Medical “has a strong attachment and loyalty to the Elm City.”

“MMA is committed to providing testing and other diagnostic services to those residents in New Haven who need it most,” he continued. “MMA will be opening at 1423 Chapel Street this week.”

posted by: ethanjrt on November 16, 2020 5:23pm

Finally this incredible video is getting the attention it deserves! Featuring an astounding lack of self awareness

posted by: DrJay on November 16, 2020 9:53pm

Article states “Murphy to believe that a simple, rapid Covid-19 polymerase chain reaction (PCR) test “is insufficient for treating potentially infected patients,” . Problem is that he was screening asymptomatic people, not sick patients. He did not use the appropriate test panels for the clinical situation. It’s analogous to taking a patient to an operating room to stitch up a minor cut. Not needed and very expensive.

EXHIBITS N-U

EXHIBIT N

Covid-Free? We'll Tell You Next Week

by **THOMAS BREEN** | Jul 31, 2020 4:47 pm
(28) Comments | **Commenting has been closed** | **E-mail the Author**
Posted to: **Health**, **Downtown**, **Dwight**, **Covid-19**

THOMAS BREEN PHOTO

Swabbed at Day Street Park: Quick test, delayed results.

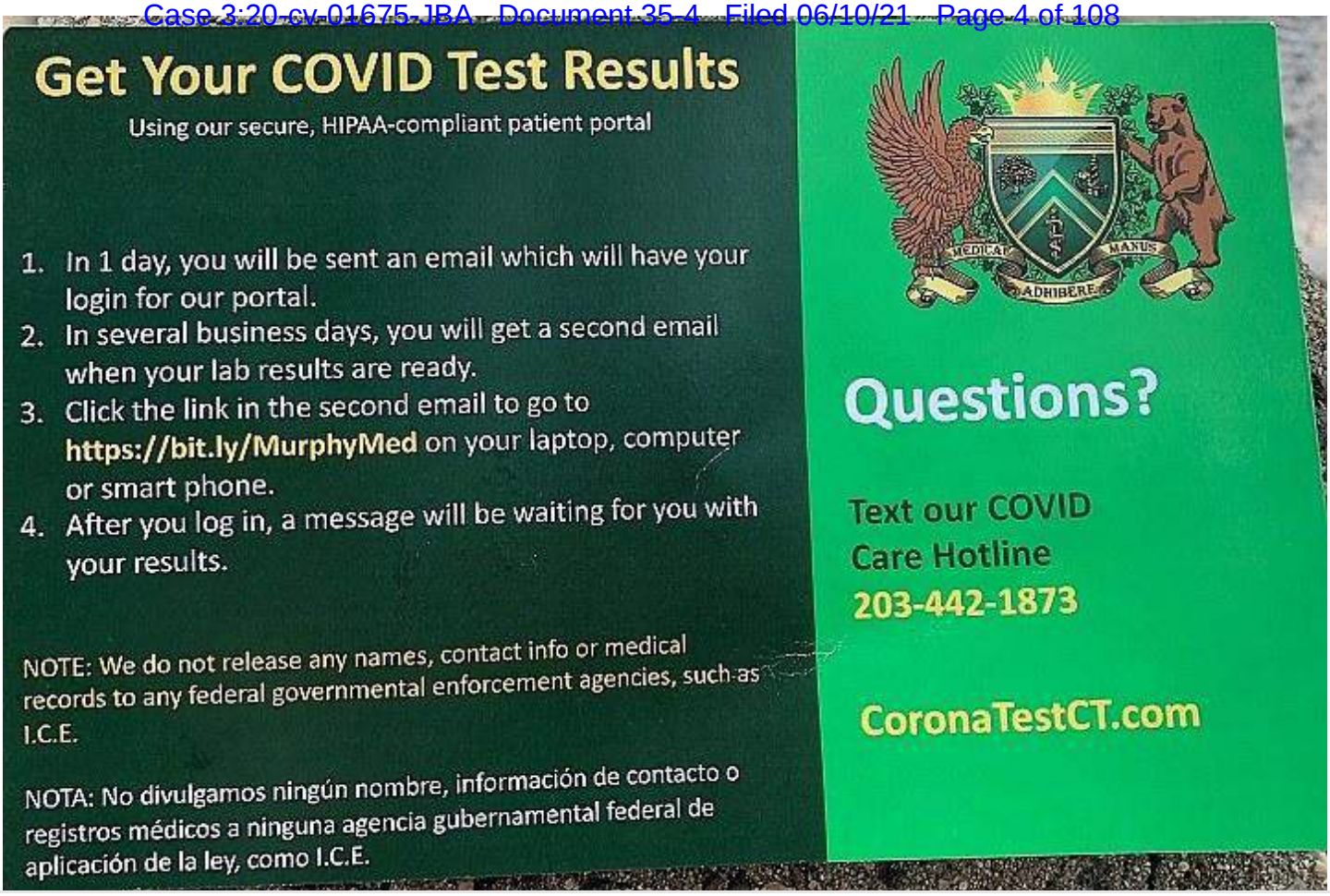
I got a swab stuck up my nose for 15 seconds at Day Street Park—and didn't find out until a week later that I was negative for Covid-19.

The Fairfield County doctor in charge of the operation billed my insurance company over $1,900 for the "visit."

My experience is not unique among New Haveners who have received a Covid-19 test at one of the local sites run by the Greenwich-based doctors group, Murphy Medical Associates.

Since late April, the Fairfield County-based outfit, led by Steven Murphy, has partnered with the city to provide free, walk-up coronavirus testing in Dwight, on the Green, and at pop-ups in Newhallville, the Hill, and elsewhere.

His business is booming. He has 100 workers at three related companies doing Covid-19 testing-re-



Murphy Medical flyer advertising his online portal.

lated work in Stratford, Stamford, Greenwich, Darien, Bridgeport, and Bedford Hills, N.Y., in addition to New Haven. He recently hired 25 more people after receiving a contract with New York City's housing authority.

Patients can show up with no appointment and no symptoms at his New Haven sites, and get tested within a matter of minutes—no insurance or out-of-pocket payments required.

The city has encouraged people to make use of the service, especially as businesses reopen.

But while the service is reaping the doctor big billings, the participants—at least, those who ultimately test negative—often wait so long for results that they have little if any use.

I've been tested twice at the Day Street Park site in Dwight: once in early May, and once in late July. Both times, I had to wait at least seven days before learning that my polymerase chain reaction (PCR) nasal swab test—the one that involves a nylon-tipped stick stuck up your nose to find out if you currently have Covid-19—had come back negative.

By the time the results came, I had no idea whether I had contracted the virus since the test. And in between, I didn't have an answer that would have let me know whether to quarantine or whether it was relatively safe to be out in the community.

The first time around, my insurance company was billed $1,906 for the visit, and wound up paying Murphy Medical $833.

Reporter (in hat) getting swabbed the first time.

After this most recent nose-stick test, my insurance company has gotten a bill for $364 so far—with much more likely on the way. My insurance company also got billed $84.26 for an antibody test, which I had not gotten in May but went for in July.

Four New Haveners who spoke with the Independent for this story all described experiences similar to my own: Getting swabbed. Not hearing back from Murphy Medical for at least a week. And then receiving an “explanation of benefits” from their insurance companies outlining a wide range of claims, worth between $76 to well over $1,800, related to the single nose-stick visit.

Everyone interviewed for this article ultimately tested negative for Covid-19, and no one had to pay any amount out of pocket — to Murphy or to their insurance company — to cover the cost of the test.

The long waits are not unique to New Haven. Overwhelmed labs across the country are experiencing delays of five to seven to 10 days at a time in turning around Covid-19 results. That has sparked outrage and confusion about whether to stay quarantined or risk infecting others at work and social gatherings. Patients across the country are also reporting surprisingly high bills submitted by healthcare providers to insurance companies for Covid-19 tests that are being treated on paper like full healthcare visits.

New Havenersinterviewed for this story pointed to Murphy Medical as providing similar delays, and frustrations, closer to home.

Medical Care's Not "Chick-Fil-A"

ZOOM

Dr. Steven Murphy.

Murphy told the Independent in phone interviews Thursday afternoon and Friday morning that the insurance claims his company submits are so high because he provides a more comprehensive medical assessment than takes place at most Covid-19 testing sites.

"Covid is not just a test," he said. "I think that's a very big oversimplification. I think we would be better as healthcare providers explaining that Covid is a disease that needs to be managed, that needs to be checked on."

He also said he has been reimbursed for only a small fraction of the cost of the 5,286 tests his outfit has conducted in New Haven over the past three-plus months.

He said he has spent hundreds of thousands of dollars on testing supplies, personnel, and his own lab and test processing set up in North Stamford. And he claimed that his tests are accurate more than 90 percent of the time.

As for the delays, Murphy said that his doctor's group prioritizes getting back to every patient who tests positive within 24 to 36 hours of being tested. That can leave patients who test negative not finding out until three to five business days later — or, in some cases, even longer.

"We're doing medical care. We're giving people a medical diagnosis," Murphy said. "Medical care is not Chick-Fil-A. We evaluate you and make sure you do not need to be sent to the hospital. ... We're not Labcorp or Quest. You're not going to just get a test," but rather something closer to a full doctor's

By contrast, in a Friday morning virtual press conference, top Yale New Haven Health administrators said that results from their in-house tests are turned around to patients within 12 to 24 hours 95 percent of the time.

"A Little Bit Of An Anxiety Attack"

MAYA MCFADDEN FILE PHOTO

The Murphy Medical swabbing station on the Green.

The New Haveners interviewed for this story said that they were not expecting—and did not receive—comprehensive medical care when they went to get a nylon-tipped swab stuck up their nose on the Green or at Day Street Park.

They wanted to know if they had Covid-19. And they had to wait days and days to find out the results.

"If they perhaps needed seven to 14 days for results based on being overwhelmed, then just tell people that," said one New Havener, who asked to remain anonymous for this story, and who got tested at Day Street Park in mid-May.

He said he didn't receive his results for a week and a half. "I am not sick currently but if I was, I would be so stressed out," he told the Independent at the time. "I was sick in February and just want the peace of mind knowing I'm not positive."

"What's the point of a test if you're walking around not knowing what the results of the test are?" asked a downtown business owner, who also asked to remain anonymous for this story.

He got tested at Day Street Park in late April. He said he didn't find out he was negative until nearly two weeks later.

“The fact that the mayor is encouraging more testing as an epidemiological benefit I think is really great. I just wish that the response time was faster. The partnership with Murphy Medical Associates, I wish that that was a better outfit.”

He said he ultimately went to an urgent care clinic in Hamden for a follow-up test in July. He said it took only 38 minutes from when he arrived to when he got his results.

East Shore resident Dorian Rahamim agreed.

He got tested on the Green in early July. He said he never heard back from Murphy Medical at all about his results.

“I start to get a little bit of an anxiety attack,” Rahamim recalled. Rahamim’s young daughter goes to summer camp. He said he and his wife were hoping to get tested every two weeks just to make sure that they weren’t exposing their daughter to the coronavirus — and that she wasn’t inadvertently bringing it home.

“They said they were gonna give me a call. I swear someone said they were gonna give me a call. But I never got a call,” Rahamim said.

Murphy told the Independent that his office called Rahimim three times, with the first call made five days after his test was conducted. He said they were never able to reach Rahamim, and could not leave a voicemail because they did not want to deliver medically sensitive information to an inbox that other people may have access to. Rahamim said he never got those calls from Murphy’s office. Instead, he said, he tried calling Murphy’s office multiple times, and spoke with a doctor about a week and a half after his test. She said she would look into his results, and then never got back to him, Rahamim said.

“I think the city should end its relationship with Murphy Medical,” said Rahamim’s wife, who also asked to not share her name for this story and also had to wait a week to get her results after being tested on the Green in early July.

“If it’s more than [a week], people who test positive are still out in the world, potentially affecting other people.”

She said she ultimately got tested at a Fair Haven Community Health Care pop-up at Westville Synagogue. The experience was so smooth, and she got her results in such a timely fashion, that she recommended Rahamim go to Fair Haven’s Grand Avenue site for a follow up test, which he did.

Rahamim and his wife said that Murphy Medical billed their insurance company $1,846 twice, once for each of their tests.

The downtown business owner said his insurance company got billed over $1,500 for his. The fourth person interviewed said his insurance company got billed only $76 for his test.

Mayor Justin Elicker said that he has gotten a few questions from city employees who have been

THOMAS BREEN PHOTO

Medical Reserve Corps volunteers at Day Street.

tested by Murphy and seen the relatively large claims submitted by the Greenwich doctor group.

Elicker stressed that no one should be — and, to his knowledge and this reporter's knowledge, no one has been — charged out of pocket by Murphy's group for getting a test.

"We of course want to make sure everything is being done appropriately," Elicker said. He said he has asked the city's insurer, Anthem, to look into the charges and to let him know if everything looks ok.

"Overall, Murphy Medical has been incredibly flexible as far as the testing goes," he said. "We've received no complaints about the actual medical treatment."

As for the delayed turnaround of results, Elicker noted that Murphy's group had a "technical glitch" earlier this spring. Before it was fixed, the glitch led to delayed communication among Quest Diagnostics, Murphy's group, and patients.

The mayor said he and city Health Director Maritza Bond will look into any continued delays in test result turnaround with Murphy's outfit.

"I think it's critical for people to know as soon as possible because we need to identify outbreaks. Also, for people to be able to protect themselves and others, it's important that people are notified as soon as possible of their test results."

Bond agreed. She said that Murphy's communication with patients has become much better as of late

with the advent of Murphy Medical's online portal, which is designed to provide HIPPA-secure notifications as to test results even before a doctor reaches out by phone three to five business days after the test is complete. (This reporter never received an update via the online portal as to the results of my latest PCR test. Instead, I got a phone call — and an apology for the delay — from a Murphy Medical doctor seven days after my visit.)

The city health director said that Murphy Medical has been quite prompt in notifying people who test positive for the virus.

If there is another surge in cases this summer and fall, Bond said, groups like Murphy Medical likely won't be able to make phone calls to every patient who tests negative. Instead, they will prioritize immediate phone calls for those who test positive, and lean on electronic updates for those who test negative.

"We want to make sure that these portals are working and working effectively so that people have access to their results," Bond said.

"Apples To Oranges"

In phone interviews with the Independent, Murphy said that the claims his clinic submits to insurers are so relatively high because his local sites are not testing only for the novel coronavirus that causes Covid-19.

He said patients who visit his testing sites receive a full respiratory panel that looks for Covid-19, pertussis, influenzas A and B, parainfluenza viruses, and a range of other viral pathogens.

MAYA MCFADDEN PHOTO

More testing on the Green.

He said that his sites are also stationed by doctors, physician assistants, and nurse practitioners who provide a full assessment of a patient's health.

Unlike with the rapid, self-administered Abbot tests used at sites like the former CVS drive-thru on Long Wharf, Murphy said, the nasopharnygeal tests his clinic administers have an accuracy rate in the high 90 percent range. He said that an independent New York-based study of the Abbot lab tests found that they're accurate only half of the time — "a coin toss," he said.

Murphy said that trying to compare the tests he performs and bills for to the Covid-19 diagnostic tests performed by major hospitals — which, according to this Kaiser Health study, are often priced $200 or less — is like comparing "apples to oranges."

He said health care providers should not be running tests looking just for the coronavirus that causes Covid-19 "during a high virus burden season. That just medically doesn't make sense."

He also said that he recently conducted an analysis of tests he has done in New Haven so far, and found that he's been reimbursed for only around 10 percent of what he's billed.

"Connecticare has not paid for a single claim at all," he said. He said he has seen 589 uninsured patients in New Haven, for which he receives no money, per his agreement with the city. He said the Yale Health Plan has not paid his group anything yet, even though it has been billed 748 tests for its insured members.

Anthem requires Murphy's company to snail mail tests results to California so that they can review before providing reimbursements, he said. And he said Cigna hasn't paid them at all for three months.

"All in all, just those insurers and uninsured is approximately half of all testing has been paid for by Murphy Medical Associates with the hope insurers don't break the social contract and will pay us," he said. "We refuse to break our social contract as healers and physicians."

And as for the delayed delivery of results to patients, Murphy stressed that his clinic prioritizes speedy turnarounds for anyone who tests positive.

His clinic has its own bioMérieux testing machines at a lab in North Stamford. He made that change made after initially relying on Quest labs to do the processing came with its own set of delays thanks to a "technical glitch" uncovered in June.

Murphy said nasal swab tests conducted in New Haven on any given afternoon are processed by his lab in Fairfield County that same night. If the results are positive, he personally gets an update and prioritizes reaching out to the patient to talk through their results.

All patients gets an email "Quarantine letter" right away after they get tested. That letter includes information about registering to the Murphy Medical online portal and with tips about how to monitor one's health and identify Covid-related symptoms.

The machine prints out a paper list of all of the results, he said, which his staff then has to scan into the business's electronic records system.

People who test negative are put on a list of contacts that Murphy Medical doctors seek to reach out to within three to five business days by phone. In theory, the test results are uploaded to the online portal before a health care provider reaches out telephonically.

When I first got tested at the Day Street Park site back on May 6, I didn't receive a phone call from Murphy Medical informing me of the results—negative—until eight days later. When I went back to Day Street Park to get another nasal swab test on July 20, I got a follow up phone call with my results on July 27.

"We err on the side to notify positives first," Muprhy said. "We are very focused on identifying positives. That way we can begin the contact tracing process as soon as possible."

"I think the underpromise and the overdeliver mentality makes the most sense here," Murphy said about the relatively long turnaround time for people who tested negative but don't know they tested negative until at least a week after the fact.

Murphy said he is currently upgrading his doctors group's electronic communication system so as to provide speedier results for patients. He said he's also about to pilot a new text message system that sends an alert to a patient that they are about to be called by a Murphy Medical doctor, so that they don't dismiss it as spam and not pick up.

Explanation Of Benefits

According to the explanation of benefits for the insurance claims related to my tests with Murphy, the

Claims Details

Don't recognize these services?
Call the Fraud Hotline at 1-800-258-3258

Thomas Breen | **Claim Number:** 2020126CK0188 | **Received:** 05/07/20 | **Doctor:** MURPHY MEDICAL ASSOCIATES (in your plan)

Going to this doctor uses in-network benefits. That's your best value.

You pay $0.00. Here's how it breaks down.

Service date	Service	Reason code*	Doctor charges	Your discounts	Due to your doctor (max allowed)	Anthem paid	Copay	Deductible	Your share of the cost (coinsurance)	Services not covered	Your total cost
				-	=	-	+	+	+	+	
05/06/20	Office Visit	066	234.00	142.75	91.25	91.25	0.00	0.00	0.00	0.00	=0.00
05/06/20	Lab Microbiology	066	1,000.00	519.63	480.17	480.17	0.00	0.00	0.00	0.00	=0.00
05/06/20	Preventive Service	066	130.00	75.36	54.64	54.64	0.00	0.00	0.00	0.00	=0.00
05/06/20	Lab Chemistry	066	62.00	39.95	22.05	22.05	0.00	0.00	0.00	0.00	=0.00
Totals:			1,426.00	777.89	648.11	648.11	0.00	0.00	0.00	0.00	=$0.00

*066: You don't pay the "Your discount" amount. This is the benefit to using doctors/facilities in one of our plans.

Thomas Breen | **Claim Number:** 2020139BHZZ98 | **Received:** 05/18/20 | **Doctor:** MURPHY MEDICAL ASSOCIATES (in your plan)

Going to this doctor uses in-network benefits. That's your best value.

You pay $0.00. Here's how it breaks down.

Service date	Service	Reason code*	Doctor charges	Your discounts	Due to your doctor (max allowed)	Anthem paid	Copay	Deductible	Your share of the cost (coinsurance)	Services not covered	Your total cost
				-	=	-	+	+	+	+	
05/14/20	Office Visit	066	350.00	219.53	130.47	130.47	0.00	0.00	0.00	0.00	=0.00
05/14/20	Preventive Service	066	130.00	75.36	54.64	54.64	0.00	0.00	0.00	0.00	=0.00
Totals:			480.00	294.89	185.11	185.11	0.00	0.00	0.00	0.00	=$0.00

*065: You don't pay the "Your discount" amount. This is the benefit to using doctors/facilities in one of our plans.

Explanation of benefits of May 6 test.

nasal swab test this reporter received at Murphy's Day Street Park site on May 6 resulted in a bill to my insurer worth a total of $1,906.

The first billing came the day I got tested, when my insurer received claims worth $1,000 for respiratory viral panel testing with 12-25 targets, $234 for a new outpatient office visit, $130 for individual preventive counseling, and $62 for an assay of gonadotropin.

The second billing took place on May 14—around when a doctor from Murphy's clinic called me to let me know I had tested negative—when my insurer received claims worth $350 for an outpatient office visit and $130 for individual preventive counseling.

Between the two sets of claims for the single May 6 test, my insurer paid a total of $833.22.

Unlike with surprise billing passed along to Covid-19 test patients across the country, I did not and have not had to pay any amount of money out of pocket to Murphy or to my insurance company for the cost of the test. The same was true for everyone interviewed for this article.

A second nasopharyngeal test I took at the Day Street Park site on July 20 has not yet yielded claims as high as in May. For that most recent visit, my insurance company was billed $234 for an outpatient office visit, $130 for preventive counseling, and then $84.26 for a Sars-cov-2 Covid-19 Antibody test, which I also received that day.

While I received the results of my antibody test online within two days, I didn't get the results of my nasal test until seven days after I was swabbed, when a doctor from Murphy's clinic called me, told me I was negative, and apologized for the delay.

Commenting has closed for this entry

Comments

posted by: concerned2020 on July 31, 2020 5:31pm

haha yeah this isnt a business! $1900! what a joke , wake up people , please

posted by: concerned2020 on July 31, 2020 5:32pm

dr murphy you ARE the problem!

posted by: DrJay on July 31, 2020 5:34pm

I just tested at the Yale station in front of Walgreens. I was told my results can take 5- 7 days. It's not useful if it takes that long. If I had known when I made the appointment, I would not have gone. But Yale did give me a free umbrella.

posted by: tmctague on July 31, 2020 6:48pm

Just confirming $1,866 billed to my partner's insurance from this doctor. I hope Ms. Bond looks closely at his billing practices and turnaround for results.

There is NO NEED for one doctor to operate multiple, large-scale testing sites. If he can't keep up with costs/expenses, can't meet demand for timely results, and doesn't have enough employees (some sites include volunteer staff), then he should stop expanding. He's expanding because he's stacking cheddar. Testing should be done by local healthcare providers that the community already recognizes and trusts. Only in America..!

Also, no explanation for the gonadotropin?! C'mon!

posted by: Gretchen Pritchard on July 31, 2020 10:32pm

Well, well, well, this is interesting.

Our family is planning a trip to visit friends in Maine at the end of next week and felt it would be helpful to be able to assure them that not only have we been cautious and diligent about masking, social distancing, etc., but that we actually all tested negative.

I contacted Murphy Medical and left a message asking whether their promise of "results in 3-5 days" was accurate. I received a call back the next day assuring me that it was. I then filled out the form on the web site to get a test appointment. A callback was promised in 24-48 hours. That was Tuesday and I have still not heard from them despite leaving another message.

Now, with the addition of the information in this article, the whole exercise is starting to seem pointless.

posted by: ethanjrt on July 31, 2020 11:21pm

1. Dr. Michael Mina, MD/PH.D at the Harvard School of Public Health, makes a compelling argument that the Abbott tests (used by CVS) should be considered at least as good as the most sensitive PCR tests, because the samples Abbott tests miss are largely those that require 36+ PCR cycles to detect, meaning that the person they were taking from likely doesn't have a transmissible amount of COVID in their system and in fact might have already recovered (i.e. they have some dead virus hanging around). In the next TWIV episode, Dr. Fauci agrees that results requiring >35 PCR cycles are likely irrelevant.

2. I got tested by the Murphy folks at the end of May. I noticed when I visited that the people at the desk—all volunteers, which you can see Murphy calling for in this bombastic video —didn't have basic clerical supplies like iPads or even label makers. (You might imagine how errors can creep in when you've got a high school student copying patient information by hand onto seven tiny labels…) It took a week to get the results, and I personally know people who never got a call back.

3. "We're not Labcorp or Quest. You're not going to just get a test." This is an odd thing to say, because all of the extra bloodwork they did along with the antibody test (including stuff like blood glucose, which just doesn't make sense because I wasn't asked to fast) very clearly says it was evaluated by LabCorp in the patient portal.

4. When I signed up in May, they were telling patients we could "securely e-mail" photos of driver's licenses and insurance cards to them. This is ridiculous. You may think HIPAA goes overboard, but e-mail bounces around in the clear through server after server and is 100% not secure.

A crisis invites profiteers. Murphy can act like he's selfless and underpaid all he wants; I'll believe it when I see the bank statements.

posted by: dad101 on August 1, 2020 8:30am

I took my family to day street 5 of us! Only one received a responce! In addition NO WE DID NOT RECEIVE a comprehensive exam. No we did ask for all the glucose screening etc etc. I went for a covaid test as my family had been traveling duirng what we were all led to believe was the onset of Covaid. THis DR anal egotistical explanation that there were no OUT OF POCKETS EXPENSES is such a part of the BIG PICTURE issue. This is PRICE GOUGING! This is why insurance companies charge the premiums that they do be of thieves like this. These test are as live saving as water or ga yet the government is doing nothing. I initially couldn't understand why the insurance companies are predicted to have such a premium increase next year but this says it all. We may not have had a $20 copay at the sight but he burned the INS CO so bad they feel like they have no other way to recoup their profits other than to hike premiums. Ultimately we didnt just quarantine we isolated for 3 weeks ZERO contact not even with UPS or mail carrier in fear of contaminating someone else. We notified insur co that we never received results thus we asked for claim to be rejected. It has gone up the chain for a review..Send him and his 3 ring circus back to fairfiled I would rather wait in line at cornell scott or fair haven ! Sham with one of the best hospitals in the country occupying a third of our city one of the worlds BEST medical schools occupying another thrid of our city that we had to ask an outsider to come in and provided services and it was half but at that!

posted by: CityYankee on August 1, 2020 8:45am

Of course, the mayor is not overly concerned with the exorbitant fees charged, like a true socialist. we'll all be paying for this.

And it does ring a little hollow that the Dorian Rahamim family is soooo very concerned about COVID that they sent their beloved child to a day camp?!?!?! Just like people are soooo concerned but they want to dump their kids back into school asap. They'll just get another COVID test to clean their consciences.

Last question—- where are the antibody tests to check for EXPOSURE to COVID?!?!?!?

posted by: Stephanie FitzGerald on August 1, 2020 12:28pm

I was tested by Murphy, but didn't have my Medicare Anthem PPO with me at the time. They said ok and did the test. I got the results in about four days - tested on Fri., results on Tues. However, I was never able to figure out how to contact them with my insurance information. I wonder who go billed, and for what amount.

posted by: tmctague on August 1, 2020 12:38pm

CityYankee,

Why direct your venom at our "socialist" mayor and not this capitalist, profiteering doctor?

posted by: CityYankee on August 1, 2020 3:48pm

@tmmctague—- I forgot to slam the pandemic profiteer~~~!!!

posted by: City Jankee on August 1, 2020 5:39pm

When I was there, I overheard Dr. Murphy discussing covid-testing contracts with Sikorsky.

NHI, is this something you could verify?

My insurance was also billed $1,000+ for a covid test, but I have seen many examples of ridiculous medical bills. It is my understanding that Dr. Murphy's covid-testing sites have been mostly operated by unpaid volunteers. Given that he has presumably large contracts with New Haven, New York City, (and maybe private companies,) I wonder how much Dr. Murphy has profited from this pandemic…Is this an example of disaster capitalism?

I also wonder why New Haven has chosen to invest resources in a private practitioner from Stamford (tinyurl.com/murphyfamilycrest) rather than a local health institution like Fair Haven Health Clinic, or Cornell Scott Hill? As the pandemic continues, is this a conversation that city leaders are having? Wouldn't it be better to invest in New Haven institutions that are well-known and trusted?

I would be interested in additional reporting on this topic.

I highly recommend f-forwarding to 1:36 of the video link that I mentioned above

posted by: alex on August 1, 2020 8:52pm

Someone should FOIA the communications between Murphy Medical and the Elicker administration. There might be enough there for a REAL federal investigation.

posted by: mcg2000 on August 1, 2020 10:35pm

Gretchen, DOCS Urgent Care does rapid testing if you need your results faster. City Yankee, if you want antibody testing, you can go to the Murphy site at Day and Chapel, DOCS Urgent Care, or Quest Diagnostics (but Quest charges a co-pay). Also, if you donate blood at an American Red Cross blood drive, you get a free antibody test.

Murphy is now testings residents at The Towers too with, according to The Towers, a 24 hour turnaround.

I have a few questions here. Does testing for influenza a and b and other stuff with the nasal swabs really make the price of the labs higher? I understood testing sites were testing symptomatic patients for influenza before testing for Covid-19 back in February and March when were in the middle of flu season and tests were in short supply. Only if someone tested negative for influenza would the Covid test proceed so as to preserve tests. But now if we aren't in the middle of flu season and asymptomatic people are getting tested, are flu tests necessary?

Also, when the city contracted with Murphy, were they looking for pop-up testing or full suite medical services? How much post test care would someone asymptomatic testing negative for Covid, flu etc. require beyond being told their tests are negative? For people who test positive and have insurance, wouldn't they then go their own physicians for follow up care leaving just the uninsured and those without their own physicians who test positive needing after care?

In addition, when there is a problem with Murphy, the city seems to take them at their word they'll do better or do they independently check on Murphy to make sure? For example, should the city get a total of how many tests Murphy runs at Day Street and the Green each day (blocking out identifying info and maybe assigning numbers to each test) and updates as to whether those people test positive or negative and when and how (phone, portal, etc.?) those people are notified of their results?

posted by: mcg2000 on August 1, 2020 10:56pm

Also, why hasn't the city pressed Yale-NH to expand its testing beyond those who get a referral or are Yale employees to test asymptomatic people in the community at large? This isn't March anymore. Or why hasn't the city pursued expanding Cornell Scott Hill or Fair Haven testing?

posted by: DawnBli on August 2, 2020 6:41am

I've been tested twice. Once as part of e.r. treatment and once before dental work. Both were done by Yale and I knew within 24 hours. Guess I'm just socialist enough to get special treatment!

posted by: CityYankee on August 2, 2020 7:49am

Dear mcg2000—- thank you . Can you clarify—- WHAT/WHERE is DOCS? To go to Quest or anywhere, must you have a doctor's order or can you just go? With all the information out there; I can't believe I don't know this. Thanks, again

posted by: mcg2000 on August 2, 2020 10:07am

Here is DOCS Urgent Care website: https://docsmedicalgroup.com/docsurgentcare/ I don't think you need an independent prescription to get tested as they have pa's and doctors on site. But check ahead for appointment availability and insurance stuff. Not sure about Quest but you can call and ask. Murphy doesn't require a prescription for antibody testing which they do at day and chapel. And the blood drive option also doesn't require a prescription and BEKI is running one soon.

posted by: mcg2000 on August 2, 2020 10:27am

Yes, @DawnBli, Yale testing has a super fast turnaround. I got tested at Yale's Orchard Street site before I was due for an injection and my doctor ordered the shot. The problem was that Yale's testing was limited to Yale affiliates, symptomatic people who get a prescription, hospital patients, and those undergoing medical or dental procedures and get sent there by their medical provider. Apparently they have recently expanded into community asymptomatic testing with their new Walgreen's pop ups, which I found out about through a comment on this thread and a friend just telling me, NOT through Yale-NH itself, the city, or the news. @ThomasBreen can you look into this and why there was NO publicity?

posted by: Heather C. on August 2, 2020 2:18pm

I understand at the beginning the city was just trying to get enough testing for as many people as they could with the companies that were capable of doing the testing. But now maybe who is doing the testing and what kind of overcharging they're doing should be critically examined. If I'm going to be overcharged by padded bills, I'd rather my money and my insurance company's money went to Cornell Scott-Hill Health Center and Fair Haven Community Health who provide the city with much needed healthcare for the city. They'll make much better use of their charges for the testing and the city residents benefits from all the services they provide. Yale New Haven Health is third on my list, because while they have plenty of income, at least they're a company that also services our local community year round and are a major employer for many of the area residents,

posted by: Boris Sigal on August 2, 2020 10:30pm

I agree with Heather C - while it was convenient to have the ability to get a test without a doctor's referral, it seems like testing capacity could be scaled up through some excellent local organizations.

I received two nasal swab and one anti-body test from the service described in this article. My insurance was billed $2,806 and they ended up paying $910. I have not yet been billed anything (and trust that I won't). That's quite a charge for a 45 second nasal swab and an online notification of results.

Also the most recent test took about 10 days from an appointment request to receive negative results, considerably slower than a month ago.

I would love to see the kind of fast turn-around testing described in the comments to be available to New Haven residents outside of the Yale system.

posted by: mcg2000 on August 2, 2020 10:48pm

@Boris, Yale is starting to do community testing of asymptomatic people outside of the Yale system. Also, Fair Haven seems to have a fast turnaround. Finally, DOCS Urgent Care has rapid testing, which means you get the test results before you leave. However, the demand for a test from DOCS may be high so I don't know how long you'll have to wait.

posted by: cunningham on August 2, 2020 11:24pm

Really drives home what a colossal, criminal failure this country's response to COVID-19 has been. Instead of this confusing patchwork of public and private testing, there should have been a single, national testing and trace program.

posted by: ethanjrt on August 3, 2020 9:43am

DOCS in West Haven was very quick, though FYI they're not doing testing between 12pm and 2pm. It's an antigen test (Sofia 2), which means negative results are about "80% accurate"—though, per my comment above, effective accuracy may be much higher if what you care about is whether you're transmissible / have an active infection.

posted by: mcg2000 on August 3, 2020 10:05am

@ethanjrt depending on why you're getting tested, the DOCS test may be fine. However, would the results be as accepted as the standard non rapid tests for purposes of international travel, clearance for work, camp, school, etc.?

posted by: ethanjrt on August 3, 2020 10:20am

mcg2000 wrote:

> depending on why you're getting tested, the DOCS test may be fine. However, would the results be as accepted as the standard non rapid tests for purposes of international travel, clearance for work, camp, school, etc.?

That's up to the various organizations/governments! As I mentioned in my first comment, Dr. Mina makes a strong argument that less specific tests have a ton of value. Not only are they cheaper (which means you can test more frequently), they're also much more effective than the published false negative rates indicate (unless you care about nontransmissible / residual levels of virus), and they allow you to figure out whether you're transmissible *now* . That's pretty darn valuable relative to the "wait a week" results, given that an infected person is probably only transmissible for a few days to (at most) a week.

posted by: mcg2000 on August 4, 2020 2:59pm

I went to the Fair Haven Community Health Clinic on Grand Avenue today. They also run pops around New Haven and even in Branford. I presented my health insurance card but was told they don't bill my insurance. They are also connected to Yale-NH's MyChart program so hopefully that helps get my results posted faster.

posted by: mcg2000 on August 6, 2020 11:33am

I was concerned that my Fair Haven Community Health results would be delayed as a result of power outages from Tropical Storm Isaias as well as Fair Haven being tapped to do rapid testing at one of the emergency shelters, but I woke up this morning with emails from both Quest and Yale My Chart, and when I logged on to both platforms, my results were there. Negative. I then got a call around 9:40 from someone who worked at Fair Haven informing me of my results. So in under 48 hours, my results were available online.

EXHIBIT O

CoronaTestCT
By Murphy Medical Associates

COVID Testing:
Diagnosis, Diagnostics, and Continuing Care

COVID19 VARIANT TESTING AVAILABLE - B.1.351 and b.1.1.7

SCHEDULING A TEST

Click the button below to register.

Please have your driver's license and insurance card ready.

After you register, you will receive an email to self-schedule your test.

REGISTER HERE

NOTE: We do not release any names, contact info or medical records to any federal governmental enforcement agencies, such as ICE.

Questions? Call 203-658-6051.

GET YOUR RESULTS IN 3-5 BUSINESS DAYS

1. Use our NEW patient Portal
2. Speak to a doctor via telemed appointment

All HIPAA secure telecommunications.

FINDING OUR DRIVE-THRU TESTING SITES

POUND RIDGE, NY

Pound Ridge Pharmacy

GREENWICH, CT

1 East Putnam Avenue, Greenwich, CT

WEST HAVEN, CT

6 Rock Street, West Haven, CT

NEW HAVEN, CT

1423 Chapel Street, New Haven CT

STRATFORD, CT

2900 Main Street
1000 Main Street

STAMFORD, CT

30 Buxton Farm Road, Stamford, CT

30 Buxton Farm Road, Stamford, CT

DATE & TIMES SUBJECT TO CHANGE

TEST TYPES

COVID-CARE BY TRAINED CLINICIANS

A primary mission of Murphy Medical Associates is to identify positive patients and reduce the spread of COVID-19. We are a medical practice comprised of trained physicians, physician assistants and nurses. All testing is performed by trained clinicians who examine and evaluate each patient for symptoms of COVID-19, even those patients who attest to being asymptomatic, and potential exposure to COVID.

After a patient appears for a COVID-19 test, it is our general practice to follow up with each patient to check on the patient's symptoms and conditions and to determine if further medical intervention is needed.

If a patient tests positive for COVID-19, a member of our team will spend time with the patient describing next steps and recommend personalized treatment based on a number of factors, including the patient's pre-existing conditions.

Even if a patient tests negative for COVID-19, we believe that follow up and care is the best and appropriate medical practice.

COVID TESTING

We have two different types of COVID testing options available. Both use a swab test, and the swabbing experience is the same. The difference occurs in where and how the test sample is processed, the turnaround time for the test, and the amount your insurance company is billed for the test.

> **COVID-ONLY TEST** through one of our lab partners - Depending on your medical need, lab demand, and requested turnaround time, we use partner labs such as LabCorp to process your test. Once the sample is sent to our lab partners, we do not have any control on the turnaround time for your test results.

> **BIOFIRE 2.1** - Our in-house lab offers the BioFire 2.1 Respiratory Panel which tests for

21 respiratory pathogens, including COVID, as well as other forms of Corona, multiple strains of influenza, and pneumonia. As we run this test in our lab, we will be able to closer estimate the return time for your results.

For all positive patients we test with BIOFIRE, we reflex test for COVID variant status.

Multiple variants of the virus causing COVID-19 are circulating in the United States:

B.1.1.7 - isolated in the UK referred to as "UK VARIANT"
B.1.351 - isolated in South Africa referred to as "South Africa VARIANT"
P.1. - isolated in Brazil referred to as "Brazil VARIANT"

Source: https://www.cdc.gov/coronavirus/2019-ncov/transmission/variant.html

Bloodwork for COVID Antibodies

We offer standard and neutralizing antibody testing.

We run a comprehensive blood test to identify COVID-19 antibodies. We also check certain protein levels, vitamin levels, hormone levels, and other key indicators. This comprehensive test helps inform our team how the virus has potentially affected vital organs and systems, and helps determine a course of treatment for those who have been infected with COVID-19. We do not perform blood work that checks for only COVID-19 antibodies.

NO COST TO PATIENTS

For the COVID-only tests we send to our lab partners, we may bill your insurance company between approximately $200 and $600.

For the BioFire panel tests for 21 respiratory pathogens, including COVID-19, we will bill your insurance $1,500 for running this panel.

For COVID Antibodies bloodwork (depending on your symptoms and medical history), we may bill your insurance between approximately $150 to $2,300.
For telemedicine follow-up (depending on your symptoms and medical conditions), we may bill your insurance between approximately $200 to $480.

You will not be billed for any of these costs regardless of which lab is used to process your test.

You will not be billed for any of these costs regardless of which lab is used to process your test.

Both federal and state laws have mandated insurance companies to pay for COVID Testing and treatment at 100% of the insurances' contracted rate. Murphy Medical will bill your insurance company for testing and our services.

In medical billing, insurance companies reimburses medical providers for the testing **at a rate the *insurance* company determines,** not the price a medical provider bills.

You may get a letter from your insurance company called an Explanation of Benefits or EOB. This letter is to advise you that your insurance company has received a bill from us for the testing services provided.
Even if the EOB says you owe a portion of the bill, under federal and state law, you do not owe anything for COVID testing. You will never receive a bill from Murphy Medical Associates for COVID testing and care and treatment. We will not turn you away, and we will never seek reimbursement from you for the medical services and care provided.

THE BIOFIRE 2.1 FACT SHEET

Download PDF >

FACT SHEET FOR PATIENTS

BioFire® Respiratory Panel 2.1 (RP2.1) – BioFire Diagnostics, LLC May 1, 2020

Coronavirus Disease 2019 (COVID-19)

You are being given this Fact Sheet because your sample(s) was tested for the Coronavirus Disease 2019 (COVID-19) using the BioFire® Respiratory Panel 2.1 (RP2.1).

This Fact Sheet contains information to help you understand the risks and benefits of using this test for the diagnosis of COVID-19. After reading this Fact Sheet, if you have questions or would like to discuss the information provided, please talk to your healthcare

Why was my sample tested?
You were tested because your healthcare provider believes you may have been exposed to the virus that causes COVID-19 based on your signs and symptoms (e.g., fever, cough, difficulty breathing), and/or because:

- You live in or have recently traveled to a place where transmission of COVID-19 is known to occur, and/or
- You have been in close contact with an individual

provider.

- **For the most up to date information on COVID-19 please visit the CDC Coronavirus Disease 2019 (COVID-19) webpage:**
- **https://www.cdc.gov/COVID19**

What is COVID-19?

COVID-19 is caused by the SARS-CoV-2 virus. The virus, which can cause mild to severe respiratory illness, was first identified in Wuhan, China, and has now spread globally, including the United States. There is limited information available to characterize the spectrum of clinical illness associated with COVID-19 but it likely spreads to others when a person shows signs or symptoms of being sick (e.g., fever, coughing, difficulty breathing, etc.).

What is the BioFire® RP2.1 Test?

The test is designed to detect the virus that causes COVID-19 in addition to 21 other pathogens causing the respiratory infections in respiratory specimens, such as nasal swabs.

suspected of or confirmed to have COVID-19.

Testing of the samples will help find out if you may have COVID-19.

What are the known and potential risks and benefits of the test?

Potential risks include:

- Possible discomfort or other complications that can happen during sample collection.
- Possible incorrect test result (see below for more information).

Potential benefits include:

- The results, along with other information, can help your healthcare provider make informed recommendations about your care.
- This test may help rule out or identify other causes of respiratory infection detected by this test or potential coinfections.
- The results of this test may help limit the spread of COVID-19 to your family and others in your community.

What does it mean if I have a positive test result?

- **Where can I go for updates and more information?** The most up-to-date information on COVID-19 is available at the CDC General webpage: **https://www.cdc.gov/COVID19.** In addition, please also contact your healthcare provider with any questions/concerns.

1

THE IGG FACT SHEET

Download PDF >

FACT SHEET FOR RECIPIENTS

Beckman Coulter, Inc.

Access SARS-CoV-2 IgG

June 26, 2020

Coronavirus Disease 2019 (COVID-19)

You are being given this Fact Sheet because your sample(s) is being tested or was tested for antibodies to the virus that causes Coronavirus Disease 2019 (COVID-19) using Access SARS-CoV-2 IgG.

This Fact Sheet contains information to help you understand the risks and benefits of using this test to evaluate your adaptive immune response to SARS-CoV-2, the virus that causes COVID-19. After reading this Fact Sheet, if you have questions or would like to discuss the information provided, please talk to your healthcare provider.

- **For the most up to date information on COVID19 please visit the CDC Coronavirus Disease 2019 (COVID-19) webpage:**
- https://www.cdc.gov/COVID19

What is COVID-19?

COVID-19 is caused by the SARS-CoV-2 virus. The virus

test may not be able to show if you have a current infection, because it can take 1-3 weeks after infection to make antibodies.

What are the known and potential risks and benefits of the test?

Potential risks include:

- Possible discomfort or other complications that can happen during blood collection.
- Possible incorrect test result (see below for more information).

Potential benefits include:

- The results, along with other information, can help you and your healthcare provider make informed recommendations about your care.

What does it mean if I have a positive test result?

which can cause mild to severe respiratory illness, has spread globally, including the United States. The current information available to characterize the spectrum of clinical illness associated with COVID-19 suggests that symptoms include cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, headache, sore throat or new loss of taste or smell.

How are people tested for COVID-19?

Two kinds of tests are currently available for COVID-19: diagnostic tests and antibody tests.

- A diagnostic test tells you if you have a current infection.
- An antibody test tells you if you had a previous infection

What is this test?

This test is an antibody test. It will help assess if you have antibodies to the virus that causes COVID-19. An antibody

If you have a positive test result, it is possible that you have or previously had COVID-19 and that you have developed an antibody response to the virus. Your healthcare provider will work with you to determine how best to care for you based on the test results along with other factors of your medical history, your symptoms, possible exposures, and geographic location of places you have recently traveled. There is also a chance that this test can give a positive result that is wrong (a false positive result).

Even a high-performing antibody test when used in a population without many cases of COVID-19 infection may produce as many or more false results as true results because the likelihood of finding someone who has been infected is very small. Your healthcare provider will work with you to determine the likelihood of false result.

- **Where can I go for updates and more information?** The most up-to-date information on COVID-19 is available at the CDC General webpage: https://www.cdc.gov/COVID19. In addition, please also contact your healthcare provider with any questions/concerns.

WHILE WAITING FOR RESULTS

WHILE YOU ARE WAITING FOR YOUR RESULTS

Should I stay home while waiting for my test?

Workplace testing: For employees who are non-symptomatic and testing as a screening for COVID, please refer to your employer's guidelines when to return to work after your test.

Personal testing: If you believe you have been exposed to COVID-19 or have symptoms, it is recommended you quarantine yourself until results are given.

From the CDC.gov site, "Quarantine" is the term used to **keep someone who might have been *exposed* to COVID-19 away from others**.

HOW TO ACCESS YOUR RESULTS

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Murphy Medical Associates

Five steps to get your results in the Murphy Medical portal

1. Type in this web address or click the link bit.ly/MurphyMed to go to the portal.

2. In the top right corner - teal blue box, click the white button labeled "Using Mobile Phone."

3. Enter your first and last name and date of birth in the format of mm/dd/yyyy.
   And then press the "Submit" button.

4. Then click the "Send Code" button.
   Your cell phone will be listed here from when you registered for your test

PHOTO GALLERY

"COMPREHENSIVE COVID TESTING AND MEDICAL CARE DELIVERED AS IF YOU WERE FAMILY"

SERVICES

DRIVE THRU TESTING

Our drive thru testing minimizes public exposure and spread. We keep patients out of offices and buildings where they could infect other patients.

HOW TO SCHEDULE A TEST

TELEMEDICINE VISITS

Our telemedicine delivery of results assures privacy and public safety. In the convenience of your home we can give you results and counsel you on next steps!

BOOK TELEMED CARE

ONGOING CARE

Did you test positive for COVID-19?
Our experts can provide care for you day or night. Book telemedicine visit with us now. We care for the Tri-State Area. CT, NY and NJ.

CORONA CARE

FREQUENTLY ASKED QUESTIONS

DO YOU TEST CHILDREN?

Yes, we test infants, children and teens.

ABOUT US

MURPHY MEDICAL ASSOCIATES

We are a multi-specialty medical practice established in 2010, and a trusted source of COVID Testing and care for Connecticut and New York.

We are a pioneering medical practice who…

- Shaped the landscape of testing with the first drive-thru testing on East Coast.
- Lead the field with highest level of safety standards for both patients and frontline staff.
- Are a trusted and established source of comprehensive medical care and testing.

And continues to innovate by…

- Providing essential education and mental health support with daily telemed appointments.
- Supporting the entire family from pediatric, teen, young adult, adult to seniors.
- Communicating and collaborating at local and state level.

CONNECT WITH US

CITY HEALTH DEPTS AND OTHER MEDICAL PROVIDERS

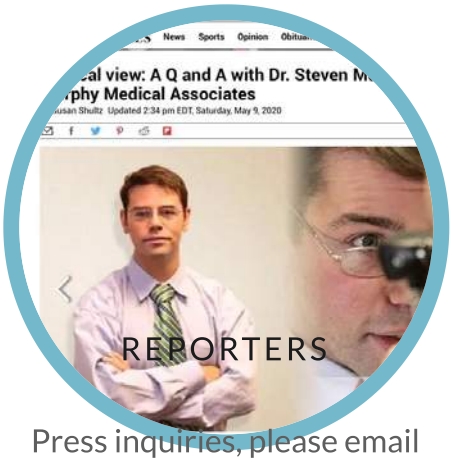
Our mission is to increase testing for patients while keeping our communities safe. Our community physicians are in private practice and work with our towns on a daily basis.

We are here to help!

PRIVATE BUSINESS, CAMPS AND SCHOOLS

Our mission is to increase testing for patients while keeping our communities safe. We work with small and large businesses.

We can help test your employees and keep your business safe.



Press inquiries, please email
isabel@greenwichdocs.com

USEFUL WEBSITES

HOW TO PREVENT INFECTION

This is the CDC site for patients.
This is the CDC site for physicians.

JOHNS HOPKINS UPDATES

The Johns Hopkins University has a public health website which is a fantastic resource for the public.

STATE OF CT PUBLIC HEALTH

This is the link to the Connecticut Department of Public Health They having been working day and night to keep CT safe!

WORLD HEALTH ORGANIZATION

This is the World Health Organization site for Novel Coronavirus Outbreaks

VISIT OUR PARTNER PHYSICIANS

- High Ridge Family Practice
- Doctor Tro

JOIN OUR NEWSLETTER

Sign up to hear from us.

Email

SIGN UP

EXHIBIT P

U.S. FOOD & DRUG ADMINISTRATION

March 12, 2021

Cynthia Phillips, Ph.D.
Director of Regulated Products
BioFire Defense, LLC
79 West 4500 South, Suite 14
Salt Lake City, UT 84107

Device:	BioFire COVID-19 Test
EUA Number:	EUA200044
Company:	BioFire Defense, LLC
Indications:	This test is authorized for the following indications for use: For certain authorized laboratories (see below) – the qualitative detection of nucleic acid from SARS-CoV-2 in non-pooled upper respiratory swab specimens (nasopharyngeal, oropharyngeal, mid-turbinate or anterior nasal) or lower respiratory specimens (induced or expectorated sputum, endotracheal aspirate, bronchoalveolar lavage or mini-bronchoalveolar lavage) from individuals suspected of COVID-19 by their healthcare provider. For certain authorized laboratories (see below) – the qualitative detection of nucleic acid from SARS-CoV-2 in pooled samples containing up to eight nasopharyngeal swabs collected individually in transport media from individuals suspected of COVID-19 by their healthcare provider.
Authorized Laboratories:	Testing of non-pooled specimens is limited to laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 U.S.C. § 263a, that meet the requirements to perform high or moderate complexity tests, and similarly qualified U.S. Department of Defense (DoD) and non-U.S. laboratories. Testing of pooled specimens is limited to DoD laboratories that meet the requirements to perform high complexity tests.

Dear Dr. Phillips:

On March 23, 2020, based on your[1] request, the Food and Drug Administration (FDA) issued an Emergency Use Authorization (EUA) for emergency use of the BioFire COVID-19 Test for the qualitative detection of nucleic acid from SARS-CoV-2 in nasopharyngeal swabs in transport media from individuals suspected of COVID-19 by their healthcare provider, pursuant

[1] For ease of reference, this letter will use the term "you" and related terms to refer to BioFire Defense, LLC.

to Section 564 of the Federal Food, Drug, and Cosmetic Act (the Act) (21 U.S.C. § 360bbb-3). Testing was limited to United States (U.S.) laboratories certified under CLIA, 42 U.S.C. § 263a, to perform moderate complexity tests, and in U.S. laboratories certified under CLIA to perform high complexity tests, or in similarly qualified non-U.S. laboratories. Based on your request, FDA reissued the EUA on December 4, 2020.[2]

On February 25, 2021 you requested to amend your Emergency Use Authorization (EUA). Based on that request, and having concluded that revising the December 4, 2020, EUA is appropriate to protect the public health or safety under section 564(g)(2)(C) of the Act (21 U.S.C. § 360bbb-3(g)(2)(C)), FDA is reissuing the December 4, 2020, letter in its entirety with revisions incorporated.[3] Pursuant to section 564 of the Act and the Scope of Authorization (Section II) and Conditions of Authorization (Section IV) of this reissued letter, your product[4] is now authorized for the indications set forth above.

On February 4, 2020, pursuant to Section 564(b)(1)(C) of the Act, the Secretary of the Department of Health and Human Services (HHS) determined that there is a public health emergency that has a significant potential to affect national security or the health and security of United States citizens living abroad, and that involves the virus that causes COVID-19. Pursuant to Section 564 of the Act, and on the basis of such determination, the Secretary of HHS then declared that circumstances exist justifying the authorization of emergency use of in vitro diagnostics for detection and/or diagnosis of the virus that causes COVID-19 subject to the terms of any authorization issued under Section 564(a) of the Act.[5]

FDA considered the totality of scientific information available in authorizing the emergency use of your product for the indications set forth above. A summary of the performance information FDA relied upon is included in the "BioFire COVID-19 Test Instructions for Use" (identified below).

Having concluded that the criteria for issuance of this authorization under Section 564(c) of the

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[2] The revisions to the March 23, 2020, letter included: (1) adding the qualitative detection of nucleic acid from SARS-CoV-2 in pooled samples containing up to eight nasopharyngeal swabs collected individually in transport media from individuals suspected of COVID-19 by their healthcare provider in certain laboratories, and (2) making associated updates to the healthcare provider and patient fact sheets, and instructions for use.

[3] The revisions to the December 4, 2020, letter include: (1) the addition of oropharyngeal, mid-turbinate and anterior nasal swab specimens and induced or expectorated sputum, endotracheal aspirates, bronchoalveolar lavage and mini-bronchoalveolar lavage specimens as authorized specimen types, (2) the addition of normal saline or phosphate-buffered saline as additional transport media types, (3) modification of the Instructions for Use to change the order of the addition of buffer and specimen to the sample injection vial and to remove the "equivocal" call for test reporting and add limitations related to vaccinated individuals and performance with variants and, (4) addition of the BioFire SHIELD Control Kit as redeveloped external positive control material, (5) update of the intended use to include the additional specimen types, (6) update of the healthcare provider and patient fact sheets to include the additional specimen types and update of the of healthcare provider fact sheet to include information related to performance with circulating variants, and (7) addition of new Condition of Authorization D.

[4] For ease of reference, this letter will use the term "your product" to refer to the BioFire COVID-19 Test used for the indication identified above.

[5] U.S. Department of Health and Human Services, *Determination of a Public Health Emergency and Declaration that Circumstances Exist Justifying Authorizations Pursuant to Section 564(b) of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 360bbb-3*. 85 FR 7316 (February 7, 2020).

Act are met, I am authorizing the emergency use of your product, described in the Scope of Authorization of this letter (Section II), subject to the terms of this authorization.

I. Criteria for Issuance of Authorization

I have concluded that the emergency use of your product meets the criteria for issuance of an authorization under Section 564(c) of the Act, because I have concluded that:

1. The SARS-CoV-2 can cause a serious or life-threatening disease or condition, including severe respiratory illness, to humans infected by this virus;

2. Based on the totality of scientific evidence available to FDA, it is reasonable to believe that your product may be effective in diagnosing COVID-19, and that the known and potential benefits of your product when used for diagnosing COVID-19, outweigh the known and potential risks of your product; and

3. There is no adequate, approved, and available alternative to the emergency use of your product.[6]

II. Scope of Authorization

I have concluded, pursuant to Section 564(d)(1) of the Act, that the scope of this authorization is limited to the indications above.

Authorized Product Details

Your product is a nested multiplexed RT-PCR test performed on the FilmArray 2.1 and FilmArray Torch Instrument Systems intended for the qualitative detection of nucleic acid from SARS-CoV-2 in non-pooled upper respiratory swab specimens (nasopharyngeal, oropharyngeal, mid-turbinate or anterior nasal) or lower respiratory specimens (induced or expectorated sputum, endotracheal aspirate, bronchoalveolar lavage or mini-bronchoalveolar lavage) from individuals suspected of COVID-19 by their healthcare provider. Testing of non-pooled specimens is limited to laboratories certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 U.S.C. § 263a, that meet the requirements to perform high or moderate complexity tests, and similarly qualified U.S. Department of Defense (DoD) and non-U.S. laboratories.

Your product is also for the qualitative detection of nucleic acid from SARS-CoV-2 in pooled samples containing up to eight nasopharyngeal swabs collected individually in transport media from individuals suspected of COVID-19 by their healthcare provider. Testing of pooled specimens is limited to DoD laboratories that meet the requirements to perform high complexity tests. Specimens should only be pooled in areas with low SARS-CoV-2 prevalence, and when testing demand exceeds laboratory capacity or reagent availability.

Results are for the identification of SARS-CoV-2 RNA. The SARS-CoV-2 RNA is generally detectable in upper and lower respiratory specimens during the acute phase of infection. Positive results are indicative of the presence of SARS-CoV-2 RNA; clinical correlation with patient

[6] No other criteria of issuance have been prescribed by regulation under Section 564(c)(4) of the Act.

history and other diagnostic information is necessary to determine patient infection status. Positive results do not rule out bacterial infection or co-infection with other viruses. Pooled samples with positive or equivocal results must be tested individually prior to reporting results. The agent detected may not be the definite cause of disease.

Negative results do not preclude SARS-CoV-2 infection and should not be used as the sole basis for patient management decisions. Negative results must be combined with clinical observations, patient history, and epidemiological information. Negative results from pooled samples should be reported as presumptive. Specimens with low viral genetic material may not be detected in pooled samples due to decreased sensitivity. If clinical signs and symptoms are inconsistent with a negative result, the patient should be considered for individual testing.

Your product, when used with the FilmArray 2.0 and the Film Array Torch Instrument Systems, or other authorized instrument systems (as may be requested under Condition K below), automates all aspects of nucleic acid testing including sample preparation, nucleic acid extraction and polymerase chain reaction (PCR) amplification using nested multiplex PCR, and detection of the SARS-CoV-2 targets sequences in a single-use cartridge. The BioFire COVID-19 Test includes the following materials: BioFireCOVID-19 Test Kit, and the BioFire COVID-19 Test External Control Kit (+).

Your product also includes in the cartridge the following controls, or other authorized controls, (as may be requested under Condition K below), that are processed in the same way as the patient specimens. The controls listed below must generate expected results in order for a test to be considered valid, as outlined in the Instructions for Use:

- RNA Process Control - targets an RNA transcript from the yeast *Schizosaccharomyces pombe*. The yeast is present in the pouch in a freeze-dried form and becomes rehydrated when sample is loaded. The control material is carried through all stages of the test process, including lysis, nucleic acid purification, reverse transcription, PCR1, dilution, PCR2, and DNA melting. A positive control result indicates that all steps carried out in the BioFire COVID-19 Test were successful.

- PCR2 Control - detects a DNA target that is dried into wells of the array along with the corresponding primers. A positive result indicates that PCR2 was successful.

You recommend use of external controls, the BioFire SHIELD Control Kit for the COVID-19 Test (contains positive control, available from you as a separate kit, with the "BIOFIRE SHIELD Control Kit v1.1 Quick Guide for the BioFire COVID-19 Test" and electronically available "BIOFIRE SHIELD Control Kit for the BioFire COVID-19 Test Instructions for Use") and negative controls, or other authorized controls (as may be requested under Condition K below), which are to be run as outlined in the "BioFire COVID-19 Test Instructions for Use."

Your product also requires the use of additional authorized materials and authorized ancillary reagents that are not included with your product and are described in the "BioFire COVID-19 Test Instructions for Use."

The labeling entitled entitled "BioFire COVID-19 Test Instructions for Use" (available at https://www.fda.gov/medical-devices/coronavirus-disease-2019-covid-19-emergency-use-

authorizations-medical-devices/in-vitro-diagnostics-euas), "BioFire COVID-19 Test v1.1 Quick Guide For use with FilmArray 2.0 and Film Array Torch Systems (Upper Respiratory)," "BioFire COVID-19 Test v1.1 Quick Guide For use with FilmArray 2.0 and Film Array Torch Systems (Lower Respiratory)," and the following fact sheets pertaining to the emergency use, is required to be made available as set forth in the Conditions of Authorization (Section IV), and are collectively referred to as "authorized labeling:

- Fact Sheet for Healthcare Providers: BioFire Defense, LLC - BioFire COVID-19 Test
- Fact Sheet for Patients: BioFire Defense, LLC - BioFire COVID-19 Test

The above described product, when accompanied by the authorized labeling provided as set forth in the Conditions of Authorization (Section IV), is authorized to be distributed to and used by authorized laboratories under this EUA, despite the fact that it does not meet certain requirements otherwise required by applicable federal law.

I have concluded, pursuant to Section 564(d)(2) of the Act, that it is reasonable to believe that the known and potential benefits of your product, when used consistent with the Scope of Authorization of this letter (Section II), outweigh the known and potential risks of your product.

I have concluded, pursuant to Section 564(d)(3) of the Act, based on the totality of scientific evidence available to FDA, that it is reasonable to believe that your product may be effective in diagnosing COVID-19, when used consistent with the Scope of Authorization of this letter (Section II), pursuant to Section 564(c)(2)(A) of the Act.

FDA has reviewed the scientific information available to FDA, including the information supporting the conclusions described in Section I above, and concludes that your product (as described in the Scope of Authorization of this letter (Section II)) meets the criteria set forth in Section 564(c) of the Act concerning safety and potential effectiveness.

The emergency use of your product under this EUA must be consistent with, and may not exceed, the terms of this letter, including the Scope of Authorization (Section II) and the Conditions of Authorization (Section IV). Subject to the terms of this EUA and under the circumstances set forth in the Secretary of HHS's determination under Section 564(b)(1)(C) of the Act described above and the Secretary of HHS's corresponding declaration under Section 564(b)(1) of the Act, your product is authorized for the indications above.

III. Waiver of Certain Requirements

I am waiving the following requirements for your product during the duration of this EUA:

- Current good manufacturing practice requirements, including the quality system requirements under 21 CFR Part 820 with respect to the design, manufacture, packaging, labeling, storage, and distribution of your product, but excluding Subpart H (Acceptance Activities, 21 CFR 820.80 and 21 CFR 820.86), Subpart I

(Nonconforming Product, 21 CFR 820.90), and Subpart O (Statistical Techniques, 21 CFR 820.250).

IV. Conditions of Authorization

Pursuant to Section 564(e) of the Act, I am establishing the following conditions on this authorization:

BioFire Defense, LLC (You) and Authorized Distributor(s)[7]

A. Your product must comply with the following labeling requirements under FDA regulations: the intended use statement (21 CFR 809.10(a)(2), (b)(2)); adequate directions for use (21 U.S.C. § 352(f)), (21 CFR 809.10(b)(5), (7), and (8)); appropriate limitations on the use of the device including information required under 21 CFR 809.10(a)(4); and any available information regarding performance of the device, including requirements under 21 CFR 809.10(b)(12).

B. You and authorized distributor(s) must make your product available with the authorized labeling to authorized laboratories.

C. You and authorized distributor(s) must make available on your website(s) the Fact Sheet for Healthcare Providers and the Fact Sheet for Patients.

D. You and authorized distributor(s) will include a physical copy of the "BioFire COVID-19 Test v1.1 Quick Guide For use with FilmArray 2.0 and Film Array Torch Systems (Upper Respiratory)," and the "BioFire COVID-19 Test v1.1 Quick Guide For use with FilmArray 2.0 and Film Array Torch Systems (Lower Respiratory)," with each shipped product to authorized laboratories, and will make the "BioFire COVID-19 Test Instructions for Use" electronically available with the opportunity to request a copy in paper form, and after such request, you must promptly provide the requested information without additional cost.

E. You and authorized distributor(s) must inform authorized laboratories and relevant public health authorities of this EUA, including the terms and conditions herein, and any updates made to your product and/or authorized labeling.

F. Through a process of inventory control, you and authorized distributor(s) must maintain records of the authorized laboratories to which they distribute the test and number of tests they distribute.

G. You and authorized distributor(s) must collect information on the performance of your product. You will report to FDA any suspected occurrence of false positive or false negative results and significant deviations from the established performance characteristics of the product of which you become aware.

[7] "Authorized Distributor(s)" are identified by you, BioFire Defense, LLC, in your EUA submission as an entity allowed to distribute your product.

H. You and authorized distributor(s) are authorized to make available additional information relating to the emergency use of your product that is consistent with, and does not exceed, the terms of this letter of authorization.

BioFire Defense, LLC (You)

I. You must notify FDA of any authorized distributor(s) of your product, including the name, address, and phone number of any authorized distributor(s).

J. You must provide authorized distributor(s) with a copy of this EUA and communicate to authorized distributor(s) any subsequent amendments that might be made to this EUA and its authorized accompanying materials (e.g., Fact Sheets).

K. You may request changes to this EUA for your product, including to the Scope of Authorization (Section II in this letter) or to the authorized labeling, including requests to make available additional authorized labeling specific to an authorized distributor. Such additional labeling may use another name for the product but otherwise must be consistent with the authorized labeling, and not exceed the terms of authorization of this letter. Any request for changes to this EUA should be submitted to the Division of Microbiology (DMD)/Office of Health Technology 7 (OHT7)-Office of In Vitro Diagnostics and Radiological Health (OIR)/Office of Product Evaluation and Quality (OPEQ)/Center for Devices and Radiological Health (CDRH) and require appropriate authorization from FDA prior to implementation.

L. You must comply with the following requirements pursuant to FDA regulations: 21 CFR Part 820, Subpart H (Acceptance Activities, 21 CFR 820.80 and 21 CFR 820.86), Subpart I (Nonconforming Product, 21 CFR 820.90), and Subpart O (Statistical Techniques, 21 CFR 820.250).

M. You must have lot release procedures and the lot release procedures, including the study design and statistical power, must ensure that the tests released for distribution have the clinical and analytical performance claimed in the authorized labeling.

N. If requested by FDA, you must submit lot release procedures to FDA, including sampling protocols, testing protocols, and acceptance criteria, that you use to release lots of your product for distribution in the U.S. If such lot release procedures are requested by FDA, you must provide it within 48 hours of the request.

O. You must evaluate the analytical limit of detection and assess traceability[8] of your product with any FDA-recommended reference material(s). After submission to and concurrence with the data by FDA, you will update your labeling to reflect the additional testing. Such labeling updates will be made in consultation with, and require

[8] Traceability refers to tracing analytical sensitivity/reactivity back to an FDA-recommended reference material. FDA may request, for example, that you perform this study in the event that we receive reports of adverse events concerning your product.

concurrence of, DMD/OHT7-OIR/OPEQ/CDRH.

P. You must have a process in place to track adverse events, including any occurrence of false results with your product and report to FDA pursuant to 21 CFR Part 803.

Authorized Laboratories

Q. Authorized laboratories using your product must include with test result reports, all authorized Fact Sheets. Under exigent circumstances, other appropriate methods for disseminating these Fact Sheets may be used, which may include mass media.

R. Authorized laboratories using your product must use your product as outlined in the authorized labeling. Deviations from the authorized procedures, including the authorized instruments, authorized extraction methods, authorized clinical specimen types, authorized control materials, authorized other ancillary reagents and authorized materials required to use your product are not permitted.

S. Authorized laboratories that receive your product must notify the relevant public health authorities of their intent to run your product prior to initiating testing.

T. Authorized laboratories using your product must have a process in place for reporting test results to healthcare providers and relevant public health authorities, as appropriate.

U. Authorized laboratories must collect information on the performance of your product and report to DMD/OHT7-OIR/OPEQ/CDRH (via email: CDRH-EUA-Reporting@fda.hhs.gov) and you (BioFire Defense Product Support website https://www.biofiredefense.com/product-support/filmarray-support/adverse-reporting-biofire-covid19-test/) any suspected occurrence of false positive or false negative results and significant deviations from the established performance characteristics of your product of which they become aware.

V. All laboratory personnel using your product must be appropriately trained in RT-PCR techniques and use appropriate laboratory and personal protective equipment when handling this kit, and use your product in accordance with the authorized labeling.

W. For pooled specimen testing, authorized laboratories must adhere to a protocol for ongoing monitoring of the pooling strategy or limit testing to individuals who are subjected to a detailed infection prevention and control plan.

X. Authorized laboratories using specimen pooling strategies when testing patient specimens with your product must include with test result reports for specific patients whose specimen(s) were the subject of pooling, a notice that pooling was used during testing and that "*Patient specimens with low viral loads may not be detected in sample pools due to the decreased sensitivity of pooled testing*."

Y. Authorized laboratories implementing pooling strategies for testing patient specimens

must use the "Specimen Pooling Implementation and Monitoring" available in the authorized labeling to evaluate the appropriateness of continuing to use such strategies based on the recommendations in the protocol.

Z. Authorized laboratories must keep records of specimen pooling strategies implemented including type of strategy, date implemented, and quantities tested, and test result data generated as part of the Specimen Pooling Implementation and Monitoring protocol. For the first 12 months from the date of their creation, such records will be made available to FDA within 48 business hours for inspection upon request, and will be made available within a reasonable time after 12 months from the date of their creation.

BioFire Defense, LLC (You), Authorized Distributor(s) and Authorized Laboratories

AA. You, authorized distributor(s), and authorized laboratories using your product must ensure that any records associated with this EUA are maintained until otherwise notified by FDA. Such records will be made available to FDA for inspection upon request.

Conditions Related to Printed Materials, Advertising and Promotion

BB. All descriptive printed matter, advertising, and promotional materials relating to the use of your product shall be consistent with the authorized labeling, as well as the terms set forth in this EUA and meet the requirements set forth in section 502(a), (q)(1), and (r) of the Act and FDA implementing regulations.

CC. No descriptive printed matter, advertising, or promotional materials relating to the use of your product may represent or suggest that this test is safe or effective for the detection of SARS-CoV-2.

DD. All descriptive printed matter, advertising, and promotional materials relating to the use of your product shall clearly and conspicuously state that:

- This test has not been FDA cleared or approved but has been authorized for emergency use by FDA under an EUA for use by authorized laboratories;
- This test has been authorized only for the detection of nucleic acid from SARS-CoV-2, not for any other viruses or pathogens; and
- The emergency use of this test is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostics for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 360bbb-3(b)(1), unless the declaration is terminated or authorization is revoked sooner.

The emergency use of your product as described in this letter of authorization must comply with the conditions and all other terms of this authorization.

V. Duration of Authorization

This EUA will be effective until the declaration that circumstances exist justifying the authorization of the emergency use of in vitro diagnostics for detection and/or diagnosis of COVID-19 is terminated under Section 564(b)(2) of the Act or the EUA is revoked under Section 564(g) of the Act.

Sincerely,

_____

RADM Denise M. Hinton
Chief Scientist
Food and Drug Administration

Enclosure
Technical Correction: May 6, 2021

EXHIBIT Q

Centers for Disease Control and Prevention

COVID-19

IF YOU ARE FULLY VACCINATED

Find new guidance for fully vaccinated people. If you are not vaccinated, find a vaccine.

COVID-19 Testing Overview

Updated Mar. 17, 2021 Print

Find out who should get tested. Protect yourself and others. Wear a mask, stay at least 6 feet from others, avoid crowds and poorly ventilated indoor spaces, and wash your hands often.

Types of tests

COVID-19 tests are available that can test for current infection or past infection.

- A viral test tells you if you have a current infection. Two types of viral tests can be used: nucleic acid amplification tests (NAATs) and antigen tests.
- An antibody test (also known as a serology test) might tell you if you had a past infection. Antibody tests should not be used to diagnose a current infection.

Coronavirus Self-Checker

Click Here to Begin

Who should get tested for current infection

- People who have symptoms of COVID-19.
- Most people who have had close contact (within 6 feet for a total of 15 minutes or more over a 24-hour period) with someone with confirmed COVID-19.
  - Fully vaccinated people with no COVID-19 symptoms do not need to be tested following an exposure to someone with COVID-19.
  - People who have tested positive for COVID-19 within the past 3 months and recovered do not need to get tested following an exposure as long as they do not develop new symptoms.
- People who have taken part in activities that put them at higher risk for COVID-19 because they cannot physically distance as needed to avoid exposure, such as travel, attending large social or mass gatherings, or being in crowded or poorly-ventilated indoor settings.
- People who have been asked or referred to get tested by their healthcare provider, or state, tribal, local , or territorial health department.

CDC recommends that anyone with any signs or symptoms of COVID-19 get tested, regardless of vaccination status or prior infection. If you get tested because you have symptoms or were potentially exposed to the virus, you should stay away from others pending test results and follow the advice of your health care provider or a public health professional.

How to get tested for current COVID-19 infection

- Contact your healthcare provider or visit your state, tribal, local , and territorial health department's website to find the latest local information on testing. The type of viral COVID-19 tests offered may differ by location.

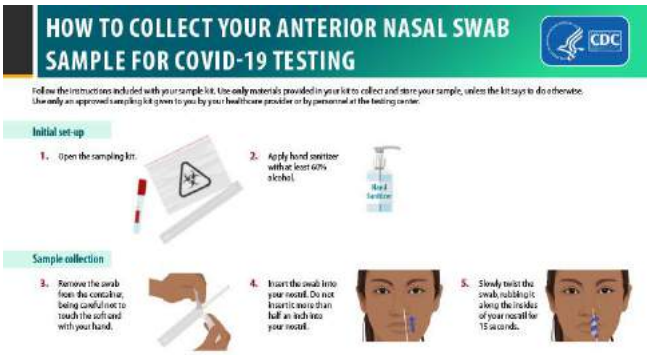
You and your healthcare provider might also consider either an at-home collection kit or an at-home test if you have signs and symptoms of COVID-19 and if you can't get tested by a healthcare provider or public health official.

How to use results of viral tests

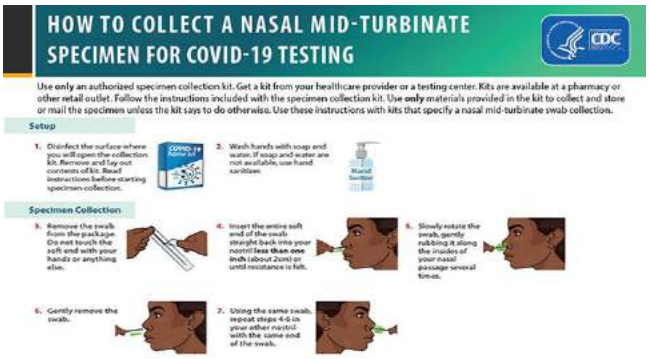
- **If you test positive,** know what protective steps to take to prevent others from getting sick.
- **If you test negative,** you probably were not infected at the time your sample was collected. The test result only means that you did not have COVID-19 at the time of testing. Continue to take steps to protect yourself.

Find out what steps you can take to prevent the spread of COVID-19

Print Resources



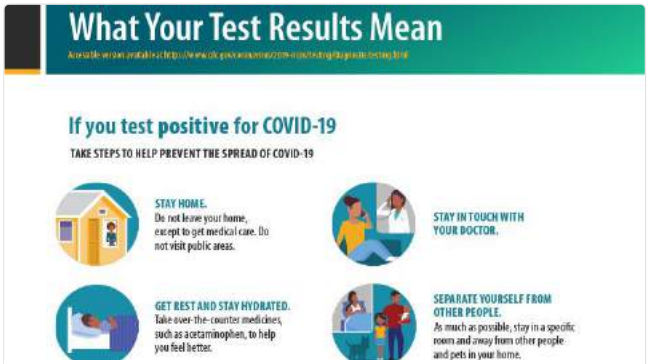
How to Collect An Anterior Nasal Swab Specimen for COVID-19 Testing



How to Collect a Nasal Mid-Turbinate Swab Sample for COVID-19 Testing

CÓMO RECOLECTAR UNA MUESTRA DE LA REGIÓN NASAL ANTERIOR PARA LA PRUEBA DE COVID-19

CÓMO RECOGER UNA MUESTRA DEL CORNETE NASAL MEDIO PARA UNA PRUEBA DE COVID-19



What Your Test Results Mean

English [216kb, 1 page]
Español [208kb, 1 page]

Video Resources

Last Updated Mar. 17, 2021

EXHIBIT R

English (US)

Murphy Medical Associates Patient Intake Form

Are you *

- ◯ Registering to take a COVID test?
- ◯ Updating your symptoms after testing with us?

COVID-CARE BY TRAINED CLINICIANS

A primary mission of Murphy Medical Associates is to identify positive patients and reduce the spread of COVID-19. We are a medical practice comprised of trained physicians, physician assistants and nurses. All testing is performed by trained clinicians who examine and evaluate each patient for symptoms of COVID-19, even those patients who attest to being asymptomatic, and potential exposure to COVID.

After a patient appears for a COVID-19 test, it is our general practice to follow up with each patient to check on the patient's symptoms and conditions and to determine if further medical intervention is needed.

If a patient tests positive for COVID-19, a member of our team will spend time with the patient describing next steps and recommend personalized treatment based on a number of factors, including the patient's pre-existing conditions.

Even if a patient tests negative for COVID-19, we believe that follow up and care is the best and appropriate medical practice.

COVID TESTING OPTIONS

We have two different types of COVID testing options available. Both use a swab test, and the swabbing experience is the same. The difference occurs in where and how the test sample is processed, the turnaround time for the test, and the amount your insurance company is billed for the test.

COVID-ONLY TEST through one of our lab partners - Depending on your medical need, lab demand, and requested turnaround time, we use partner labs such as LabCorp to process

your test. Once the sample is sent to our lab partners, we do not have any control on the turnaround time for your test results.

BIOFIRE 2.1 - Our in-house lab offers the BioFire 2.1 Respiratory Panel which tests for 21 respiratory pathogens, including COVID, as well as other forms of Corona, multiple strains of influenza, and pneumonia. As we run this test in our lab, we will be able to closer estimate a return time for your results.

We also offer Bloodwork for COVID Antibodies.

Bloodwork for COVID Antibodies - We can perform only-COVID antibody testing but recommend that COVID-positive patients discuss our comprehensive blood pane.

MMA Comprehensive Blood Testing - Our comprehensive blood testing to identify COVID-19 antibodies as well as checking certain protein levels, vitamin levels, hormone levels, and other key indicators. This comprehensive test helps inform our team how the virus has potentially affected vital organs and systems, and helps determine a course of treatment for those who have been infected with COVID-19.

NO COST TO PATIENTS

For the COVID-only tests we send to our lab partners, we may bill your insurance company between approximately $200 and $600.

For the BioFire panel tests for 21 respiratory pathogens, including COVID-19, we may bill your insurance up to approximately $1,800 for running this panel.

For COVID Antibodies bloodwork (depending on your symptoms and medical history), we may bill your insurance between approximately $150 to $2,300.

For telemedicine follow-up (depending on your symptoms and medical conditions), we may bill your insurance between approximately $200 to $480.

You will not be billed for any of these costs regardless of which lab is used to process your test.

Both federal and state laws have mandated insurance companies to pay for COVID Testing and treatment at 100% of the insurances' contracted rate. Murphy Medical will bill your insurance company for testing and our services.

In medical billing, insurance companies reimburses medical providers for the testing at a rate the insurance company determines, not the price a medical provider bills.

You may get a letter from your insurance company called an Explanation of Benefits or EOB. This letter is to advise you that your insurance company has received a bill from us for the testing services provided.

Even if the EOB says you owe a portion of the bill, under federal and state law, you do not owe anything for COVID testing. You will never receive a bill from Murphy Medical Associates for

COVID testing and care.

If you do not have insurance, we will provide you with the same standard of care and treatment. We will not turn you away, and we will never seek reimbursement from you for the medical services and care provided.

What test would you like? *

- ◯ A Test for Pre-Op
- ◯ A Test because you have symptoms
- ◯ A Test because you might have been exposed
- ◯ A Test for Travel = not covered by insurance
- ◯ A Test for Work = not covered by insurance
- ◯ A Test to check your antibodies

Please select your prefered site below or the organization sending you to test. Once you submit this form, you will get an email with links for all the locations.

Do you have a preferred location to be tested? *

- ◯ Pound Ridge Public Site
- ◯ Greenwich Public Site
- ◯ Stamford Public Site
- ◯ Stratford Public Site - two sites
- ◯ West Haven Public Site
- ◯ New Haven Public Site
- ◯ ***Century Country Club
- ◯ ***Parents' Foundation for TL - Staff
- ◯ ***Parents' Foundation for TL - Residents
- ◯ ***West Haven Fire - Staff
- ◯ ***West Haven Police - Staff
- ◯ ***Stratford Fire - Staff
- ◯ ***Stratford Police - Staff
- ◯ ***Stamford Fire - Staff
- ◯ ***Stamford Police - Staff
- ◯ ***Darien Police - Staff
- ◯ ***Sacred Heart Greenwich Families
- ◯ ***Sacred Heart Greenwich Staff
- ◯ ***Norwalk Police - Staff
- ◯ ***Jerry's Market - Staff
- ◯ ***Carmel Academy Staff
- ◯ ***Gramercy Staff
- ◯ ***WWE

- ***WWE family
- ***Towers Staff
- ***Towers Residents

Is your company or school offering you testing through Murphy Medical Associated? *

- Yes
- No

What is the name of this company or school? *

What is your email address? (Please enter twice) *

Hint: Having your correct email is essential to get your results in our patient portal.

What is your first name? *

What is your last name? *

What is your middle initial?

Please include ONLY if listed on your insurance card

What is your home phone number? *

Hint: 2036667777 (without dashes). No home phone = use cell number here. ONLY IF No phone at all = use 5555555555

What is your cell phone number? *

Hint: 2036667777 (without dashes), No cell = use 5555555555

What is your address? *

Street Address

Street Address Line 2

City | State / Province

Postal / Zip Code

What is your date of birth? *

Month / Day / Year

What is your gender? *

- ○ Male
- ○ Female

What is your marital status? *

- ○ Married
- ○ Single
- ○ Divorced
- ○ Legally Separated
- ○ Widowed

What is your race? *

- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Native Hawaaiian or Other Pacific Islander
- ☐ White
- ☐ Refuse to Answer
- ☐ Unknown
- ☐ Other

What is your ethnicity? *

- ○ Hispanic or Latino
- ○ Not Hispanic or Latino
- ○ Refuse to Report

What is your primary

- ○ English

language? *

- ○ Spanish
- ○ Russian
- ○ Mandarin Chinese
- ○ Cantonese
- ○ Arabic
- ○ Other

Do you have a primary care physician (PCP)? *

- ○ Yes
- ○ No

If yes, what is their name?

What is their phone number?

Hint: 2034240550 (without dashes)

May we send your primary care physician your test results? *

- ○ Yes
- ○ No
- ○ N/A

Medical Insurance information

Insurance can be individual, employer-sponsored, Medicare or Medicaid plan, or any other coverage that will reimburse for COVID-19 testing or treatment.

Do you have insurance? *

- ○ Yes
- ○ No

What is your insurance company? *

The company to which you pay your insurance premium, also called the carrier.

What is your member number? *

From your insurance card. Do not include any dashes or spaces.

What is your group number? (Optional)

From your insurance card. Do not include any dashes or spaces.

What is your insurance company's phone number?

Hint: 2034240550 (without dashes)

Who is the policyholder *

This is the person in whose name the policy is registered, and typically pays the premium.

What is the policyholder's first name? *

What is the policyholder's last name? *

What is the policyholder's date of birth? *

Month / Day / Year

Medical History information

Please fill these questions about your health and travels to the best of your ability.

Have you experienced any of the following symptoms?

Fever (Measured 100.4 or above) *

- ○ Yes
- ○ No

Cough (new onset or worsening of chronic cough) *

- ○ Yes
- ○ No

Chills *

- ○ Yes
- ○ No

Shortness of Breath *

- ○ Yes
- ○ No

Sore Throat *
- ◯ Yes
- ◯ No

Headache *
- ◯ Yes
- ◯ No

Diarrhea (≥ 3 loose/looser than normal stools/24 hr period) *
- ◯ Yes
- ◯ No

Fatigue *
- ◯ Yes
- ◯ No

Congestion *
- ◯ Yes
- ◯ No

Muscle Aches (Myalgia) *
- ◯ Yes
- ◯ No

Nausea *
- ◯ Yes
- ◯ No

New loss of taste or smell *
- ◯ Yes
- ◯ No

Vomiting *
- ◯ Yes
- ◯ No

Have you traveled out of the country in the past 30 days? *
- ◯ Yes
- ◯ No

Have you had contact with anyone who traveled out of country in last 30 days? *
- ◯ Yes
- ◯ No

Have you had direct contact with anyone who tested positive for COVID-19? *
- ◯ Yes
- ◯ No

Do you live, work or volunteer in a treatment facility, group home or other group setting? *
- ◯ Yes
- ◯ No

Have you previously tested positive for COVID-19? *
- ◯ Yes
- ◯ No

Do you regularly take any medications? *
- ◯ Yes
- ◯ No

Do you take vitamin D supplements? *
- ◯ Yes
- ◯ No

Do you have any of the following medical conditions?

Chronic Lung Disease (Asthma/Bronchitis/Emphysema) *
- ◯ Yes
- ◯ No

Diabetes (High sugar levels) *
- ◯ Yes
- ◯ No

Chronic Liver Disease *
- ◯ Yes
- ◯ No

Weakened Immune System (Cancer/MS/Lupus) *
- ◯ Yes
- ◯ No

Kidney failure or end stage renal disease *
- ◯ Yes
- ◯ No

Cardiovascular Disease *
- ◯ Yes
- ◯ No

Obesity *
- ◯ Yes
- ◯ No

Pregnancy *
- ◯ Yes
- ◯ No

Do you currently smoke or vape? *
- ◯ Yes
- ◯ No

Have you been a smoker in the past?
- ◯ Yes
- ◯ No

Did you receive a flu shot for the 2019-2020 season? *
- ◯ Yes
- ◯ No

Driver's License and/or Insurance Card

There are 3 ways to send us your ids. Take a photo now using the camera on your device, upload a photo, or text a photo later.

How would you like to send photos of your ID cards? *
- ◯ Take a photo right now.
- ◯ Upload photos or files.
- ◯ Text photos later (This may DELAY scheduling).

Use your phone and take a photo of your driver's license?

Take Photo

Use your phone and take a photo of the FRONT of your insurance card.

Take Photo

Use your phone and take a photo of the BACK of your insurance card.

Take Photo

Upload a photo of your driver's license already on your device?

Browse Files

Upload a photo/file of the FRONT of your insurance card already on your device?

Browse Files

Upload a photo/file of the BACK of your insurance card already on your device?

Browse Files

CONSENT TO TREAT

CONSENT TO TREAT

I hereby consent to evaluation, diagnostic procedures, testing, and treatment as directed my physician or his/her designee.

I understand that I may request and receive information on the specific affiliation(s) of any particular healthcare provider I encounter during my care.

I understand that this Consent to Treat will be valid for each visit I make to Murphy Medical until revoked by me in writing.

By registering for a Covid-19 test and/or a Covid-19 antibody test with Murphy Medical Associates, I hereby consent to evaluation, diagnostic procedures, testing, and treatment recommended and directed by Murphy Medical Associates.

Covid-19 viral RT-PCR Test

I understand that Murphy Medical Associates, based on my registration information, symptoms at the time of testing, medical history, and other factors, may test for SARS-COV-2 (the pathogen that causes Covid-19) together with 21 additional respiratory pathogens that can either co-exist with Covid-19 or have similar indications and symptoms of Covid-19.

By registering for a Covid-19 viral RT-PCR Test, I consent to Murphy Medical Associates' potential use of a multi-respiratory panel.

Covid-19 Antibody Test

I also understand that Murphy Medical Associates, in testing for Covid-19 antibodies, will run a blood work panel that tests for indicators beyond just Covid-19 antibodies. I understand that Murphy Medical Associates does not test for just Covid-19 antibodies. By registering for a Covid-19 antibody test, I consent to Murphy Medical Associates blood work panel.

Murphy Medical Associates encourages all patients who have any questions or concerns to speak with a member of the Murphy Medical Associates Team, either before, during or after the time of testing.

By signing below and registering for a Covid-19 test and/or a Covid-19 antibody test with Murphy Medical Associates, I consent to the disclosure of my test results to public health authorities as requested, recommended and/or required by federal and state law.

I understand that this Consent to Treat will be valid for each visit I make to Murphy Medical Associates until revoked by me in writing.

CONSENT TO OBTAIN EXTERNAL PRESCRIPTION HISTORY/E-PRESCRIBING CONSENT FORM

ePrescribing is defined as a physician’s ability to electronically send an understandable prescription directly to a pharmacy from the point of care. Congress has determined that the ability to electronically send prescriptions is an important element in improving the quality of patient care. ePrescribing greatly reduces medication errors and enhances patient safety.

By authorizing MMA Murphy Medical Associates., PC and its Affiliated Providers, you allow us to view your external prescription history via the RxHub service. This will provide the physician with information about medications the patient is already taking to minimize the number of adverse drug events.

I understand that prescription history from multiple other unaffiliated medical providers, insurance companies, and pharmacy benefit managers may be viewable by my provider and staff here, and it may include prescriptions back in time for several years.

By signing this consent form you are agreeing that MMA Murphy Medical Associates., PC and its Affiliated Providers can request and use your prescription medication history from other healthcare

providers and/or third party pharmacy benefit payers for treatment purposes.

My signature certifies that I read and understood the scope of my consent and that I authorize the access.

Signature to agree to terms & conditions above. *

Clear

Today's Date 06 / 08 / 2021

Month Day Year

Please submit below and then check your email. You should instantly receive an email with links to schedule your test.

Submit

HIPAA COMPLIANT

EXHIBIT S

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CPT® Evaluation and Management (E/M)

Office or Other Outpatient (99202-99215) and Prolonged Services (99354, 99355, 99356, 99417) Code and Guideline Changes

This document includes the following CPT E/M changes,

effective January 1, 2021:

- **E/M Introductory Guidelines related to Office or Other Outpatient Codes 99202-99215**
- **Revised Office or Other Outpatient E/M codes 99202-99215**

In addition, this document has been updated to reflect technical corrections to the E/M Guidelines:

were posted on March 9, 2021 and effective January 1, 2021:

- **Medical decision making is revised in the following ways:**
  - **Clarifying when reporting a test that is considered, but not selected after shared decision making.**
  - **Providing a definition of "Analyzed" for reporting tests in the data column.**
  - **Clarifying the definition of a "unique" test.**
  - **Clarifying what is meant by "discussion" between physicians, and other qualified health care professionals and patients.**
  - **Providing a definition of major vs minor surgery.**
- **Clarification around which activities are not counted when reporting time as a key criterion for code level selection.**

All technical corrections are highlighted in blue.

Note: this content will not be included in the CPT 2020 code set release

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Category I

Evaluation and Management (E/M) Services Guidelines

Guidelines Common to All E/M Services

Time

The inclusion of time in the definitions of levels of E/M services has been implicit in prior editions of the CPT codebook. The inclusion of time as an explicit factor beginning in CPT 1992 was done to assist in selecting the most appropriate level of E/M services. Beginning with CPT 2021, except for 99211, time alone may be used to select the appropriate code level for the office or other outpatient E/M services codes (99202, 99203, 99204, 99205, 99212, 99213, 99214, 99215). Different categories of services use time differently. It is important to review the instructions for each category.

Time is **not** a descriptive component for the emergency department levels of E/M services because emergency department services are typically provided on a variable intensity basis, often involving multiple encounters with several patients over an extended period of time. Therefore, it is often difficult to provide accurate estimates of the time spent face-to-face with the patient.

Time may be used to select a code level in office or other outpatient services whether or not counseling and/or coordination of care dominates the service. Time may only be used for selecting the level of the other E/M services when counseling and/or coordination of care dominates the service.

When time is used for reporting E/M services codes, the time defined in the service descriptors is used for selecting the appropriate level of services. The E/M services for which these guidelines apply require a face-to-face encounter with the physician or other qualified health care professional. For office or other outpatient services, if the physician's or other qualified health care professional's time is spent in the supervision of clinical staff who perform the face-to-face services of the encounter, use 99211.

A shared or split visit is defined as a visit in which a physician and other qualified health care professional(s) jointly provide the face-to-face and non-face-to-face work related to the visit. When time is being used to select the appropriate level of services for which time-based reporting of shared or split visits is allowed, the time personally spent by the physician and other qualified health care professional(s) assessing and managing the patient on the date of the encounter is summed to define total time. Only distinct time should be summed for shared or split visits (ie, when two or more individuals jointly meet with or discuss the patient, only the time of one individual should be counted).

When prolonged time occurs, the appropriate prolonged services code may be reported. The appropriate time should be documented in the medical record when it is used as the basis for code selection.

- ***Total time on the date of the encounter (office or other outpatient services [99202, 99203, 99204, 99205, 99212, 99213, 99214, 99215]):*** For coding purposes, time for these services is the total time on the date of the encounter. It includes both the face-to-face and non-face-to-face time personally spent by the physician and/or other qualified health care professional(s) on the day of the encounter (includes time in activities that require the physician or other qualified health care professional and does not include time in activities normally performed by clinical staff).

Physician/other qualified health care professional time includes the following activities, when performed:

- preparing to see the patient (eg, review of tests)
- obtaining and/or reviewing separately obtained history
- performing a medically appropriate examination and/or evaluation
- counseling and educating the patient/family/caregiver
- ordering medications, tests, or procedures
- referring and communicating with other health care professionals (when not separately reported)
- documenting clinical information in the electronic or other health record
- independently interpreting results (not separately reported) and communicating results to the patient/ family/caregiver
- care coordination (not separately reported)

Do not count time spent on the following:

- the performance of other services that are reported separately
- travel
- teaching that is general and not limited to discussion that is required for the management of a specific patient

Services Reported Separately

Any specifically identifiable procedure or service (ie, identified with a specific CPT code) performed on the date of E/M services may be reported separately.

The ordering and actual performance and/or interpretation of diagnostic tests/studies during a patient encounter are not included in determining the levels of E/M services when the professional interpretation of those tests/studies is reported separately by the physician or other qualified health care professional reporting the E/M service. Tests that do not require separate interpretation (eg, tests that are results only) and are analyzed as part of MDM do not count as an independent interpretation, but may be counted as ordered or reviewed for selecting an MDM level. Physician performance of diagnostic tests/studies for which specific CPT codes are available may be reported separately, in addition to the appropriate E/M code. The physician's interpretation of the results of diagnostic tests/studies (ie, professional component) with preparation of a separate distinctly identifiable signed written report may also be reported separately, using the appropriate CPT code and, if required, with modifier 26 appended. If a test/study is independently interpreted in order to manage the patient as part of the E/M service, but is not separately reported, it is part of MDM.

The physician or other qualified health care professional may need to indicate that on the day a procedure or service identified by a CPT code was performed, the patient's condition required a significant separately identifiable E/M service. The E/M service may be caused or prompted by the symptoms or condition for which the procedure and/or service was provided. This circumstance may be reported by adding modifier 25 to the appropriate level of E/M service. As such, different diagnoses are not required for reporting of the procedure and the E/M services on the same date.

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Guidelines for Office or Other Outpatient E/M Services

History and/or Examination

Office or other outpatient services include a medically appropriate history and/or physical examination, when performed. The nature and extent of the history and/or physical examination are determined by the treating physician or other qualified health care professional reporting the service. The care team may collect information and the patient or caregiver may supply information directly (eg, by electronic health record [EHR] portal or questionnaire) that is reviewed by the reporting physician or other qualified health care professional. The extent of history and physical examination is not an element in selection of the level of office or other outpatient codes.

Number and Complexity of Problems Addressed at the Encounter

One element used in selecting the level of office or other outpatient services is the number and complexity of the problems that are addressed at an encounter. Multiple new or established conditions may be addressed at the same time and may affect MDM. Symptoms may cluster around a specific diagnosis and each symptom is not necessarily a unique condition. Comorbidities/underlying diseases, in and of themselves, are not considered in selecting a level of E/M services unless they are addressed, and their presence increases the amount and/or complexity of data to be reviewed and analyzed or the risk of complications and/or morbidity or mortality of patient management. The final diagnosis for a condition does not, in and of itself, determine the complexity or risk, as extensive evaluation may be required to reach the conclusion that the signs or symptoms do not represent a highly morbid condition. Therefore, presenting symptoms that are likely to represent a highly morbid condition may "drive" MDM even when the ultimate diagnosis is not highly morbid. The evaluation and/or treatment should be consistent with the likely nature of the condition. Multiple problems of a lower severity may, in the aggregate, create higher risk due to interaction.

The term "risk" as used in these definitions relates to risk from the condition. While condition risk and management risk may often correlate, the risk from the condition is distinct from the risk of the management.

Definitions for the elements of MDM (see Table 2, Levels of Medical Decision Making) for other office or other outpatient services are:

Problem: A problem is a disease, condition, illness, injury, symptom, sign, finding, complaint, or other matter addressed at the encounter, with or without a diagnosis being established at the time of the encounter.

Problem addressed: A problem is addressed or managed when it is evaluated or treated at the encounter by the physician or other qualified health care professional reporting the service. This includes consideration of further testing or treatment that may not be elected by virtue of risk/benefit analysis or patient/parent/guardian/ surrogate choice. Notation in the patient's medical record that another professional is managing the problem without additional assessment or care coordination documented does not qualify as being addressed or managed by the physician or other qualified health care professional reporting the service. Referral without evaluation (by history, examination, or diagnostic

study[ies]) or consideration of treatment does not qualify as being addressed or managed by the physician or other qualified health care professional reporting the service.

Minimal problem: A problem that may not require the presence of the physician or other qualified health care professional, but the service is provided under the physician's or other qualified health care professional's supervision (see 99211).

Self-limited or minor problem: A problem that runs a definite and prescribed course, is transient in nature, and is not likely to permanently alter health status.

Stable, chronic illness: A problem with an expected duration of at least one year or until the death of the patient. For the purpose of defining chronicity, conditions are treated as chronic whether or not stage or severity changes (eg, uncontrolled diabetes and controlled diabetes are a single chronic condition). "Stable" for the purposes of categorizing MDM is defined by the specific treatment goals for an individual patient. A patient who is not at his or her treatment goal is not stable, even if the condition has not changed and there is no short-term threat to life or function. For example, in a patient with persistently poorly controlled blood pressure for whom better control is a goal is not stable, even if the pressures are not changing and the patient is asymptomatic, the risk of morbidity without treatment is significant. Examples may include well-controlled hypertension, noninsulin- dependent diabetes, cataract, or benign prostatic hyperplasia.

Acute, uncomplicated illness or injury: A recent or new short-term problem with low risk of morbidity for which treatment is considered. There is little to no risk of mortality with treatment, and full recovery without functional impairment is expected. A problem that is normally self-limited or minor but is not resolving consistent with a definite and prescribed course is an acute, uncomplicated illness. Examples may include cystitis, allergic rhinitis, or a simple sprain.

Chronic illness with exacerbation, progression, or side effects of treatment: A chronic illness that is acutely worsening, poorly controlled, or progressing with an intent to control progression and requiring additional supportive care or requiring attention to treatment for side effects but that does not require consideration of hospital level of care.

Undiagnosed new problem with uncertain prognosis: A problem in the differential diagnosis that represents a condition likely to result in a high risk of morbidity without treatment. An example may be a lump in the breast.

Acute illness with systemic symptoms: An illness that causes systemic symptoms and has a high risk of morbidity without treatment. For systemic general symptoms, such as fever, body aches, or fatigue in a minor illness that may be treated to alleviate symptoms, shorten the course of illness, or to prevent complications, see the definitions ***for self-limited or minor problem*** or ***acute, uncomplicated illness or injury***. Systemic symptoms may not be general but may be single system. Examples may include pyelonephritis, pneumonitis, or colitis.

Acute, complicated injury: An injury which requires treatment that includes evaluation of body systems that are not directly part of the injured organ, the injury is extensive, or the treatment options are multiple and/or associated with risk of morbidity. An example may be a head injury with brief loss of consciousness.

Chronic illness with severe exacerbation, progression, or side effects of treatment: The severe exacerbation or progression of a chronic illness or severe side effects of treatment that have significant risk of morbidity and may require hospital level of care.

Acute or chronic illness or injury that poses a threat to life or bodily function: An acute illness with systemic symptoms, an acute complicated injury, or a chronic illness or injury with exacerbation and/or progression or side effects of treatment, that poses a threat to life or bodily function in the near term without treatment. Examples may include acute myocardial infarction, pulmonary embolus, severe respiratory distress, progressive severe rheumatoid arthritis, psychiatric illness with potential threat to self or others, peritonitis, acute renal failure, or an abrupt change in neurologic status.

Analyzed: The process of using the data as part of the MDM. The data element itself may not be subject to analysis (eg, glucose), but it is instead included in the thought processes for diagnosis, evaluation, or treatment. Tests ordered are presumed to be analyzed when the results are reported. Therefore, when they are ordered during an encounter, they are counted in that encounter. Tests that are ordered outside of an encounter may be counted in the encounter in which they are analyzed. In the case of a recurring order, each new result may be counted in the encounter in which it is analyzed. For example, an encounter that includes an order for monthly prothrombin times would count for one prothrombin time ordered and reviewed. Additional future results, if analyzed in a subsequent encounter, may be counted as a single test in that subsequent encounter. Any service for which the professional component is separately reported by the physician or other qualified health care professional reporting the E/M services is not counted as a data element ordered, reviewed, analyzed, or independently interpreted for the purpose~~s~~ of determining the level of MDM.

Test: Tests are imaging, laboratory, psychometric, or physiologic data. A clinical laboratory panel (eg, basic metabolic panel [80047]) is a single test. The differentiation between single or multiple ~~unique~~ tests is defined in accordance with the CPT code set. For the purpose~~s~~ of data reviewed and analyzed, pulse oximetry is not a test.

Unique: A unique test is defined by the CPT code set. When multiple results of the same unique test (eg, serial blood glucose values) are compared during an E/M service, count it as one unique test. Tests that have overlapping elements are not unique, even if they are identified with distinct CPT codes. For example, a CBC with differential would incorporate the set of hemoglobin, CBC without differential, and platelet count. A unique source is defined as a physician or qualified heath care professional in a distinct group or different specialty or subspecialty, or a unique entity. Review of all materials from any unique source counts as one element toward MDM.

Combination of Data Elements: A combination of different data elements, for example, a combination of notes reviewed, tests ordered, tests reviewed, or independent historian, allows these elements to be summed. It does not require each item type or category to be represented. A unique test ordered, plus a note reviewed and an independent historian would be a combination of three elements.

External: External records, communications and/or test results are from an external physician, other qualified health care professional, facility, or health care organization.

External physician or other qualified health care professional: An external physician or other qualified health care professional who is not in the same group practice or is of a different specialty or subspecialty. This includes licensed professionals who are practicing independently. The individual may also be a facility or organizational provider such as from a hospital, nursing facility, or home health care agency.

Discussion: Discussion requires an interactive exchange. The exchange must be direct and not through intermediaries (eg, clinical staff or trainees). Sending chart notes or written exchanges that are within progress notes does not qualify as an interactive exchange. The discussion does not need to be on the date of the encounter, but it is counted only once and only when it is used in the decision making of the encounter. It may be asynchronous (ie, does not need to be in person), but it must be initiated and completed within a short time period (eg, within a day or two).

Independent historian(s): An individual (eg, parent, guardian, surrogate, spouse, witness) who provides a history in addition to a history provided by the patient who is unable to provide a complete or reliable history (eg, due to developmental stage, dementia, or psychosis) or because a confirmatory history is judged to be necessary. In the case where there may be conflict or poor communication between multiple historians and more than one historian is needed, the independent historian requirement is met. The independent history does not need to be obtained in person but does need to be obtained directly from the historian providing the independent information.

Independent interpretation: The interpretation of a test for which there is a CPT code and an interpretation or report is customary. This does not apply when the physician or other qualified health care professional is reporting the service or has previously reported the service for the patient. A form of interpretation should be documented but need not conform to the usual standards of a complete report for the test.

Appropriate source: For the purpose of the discussion of management data element (see Table 2, Levels of Medical Decision Making), an appropriate source includes professionals who are not health care professionals but may be involved in the management of the patient (eg, lawyer, parole officer, case manager, teacher). It does not include discussion with family or informal caregivers.

One element used in selecting the level of service is the risk of complications and/or morbidity or mortality of patient management at an encounter. This is distinct from the risk of the condition itself.

Risk: The probability and/or consequences of an event. The assessment of the level of risk is affected by the nature of the event under consideration. For example, a low probability of death may be high risk, whereas a high chance of a minor, self-limited adverse effect of treatment may be low risk. Definitions of risk are based upon the usual behavior and thought processes of a physician or other qualified health care professional in the same specialty. Trained clinicians apply common language usage meanings to terms such as high, medium, low, or minimal risk and do not require quantification for these definitions (though quantification may be provided when evidence-based medicine has established probabilities). For the purposes of MDM, level of risk is based upon consequences of the problem(s) addressed at the encounter when appropriately treated. Risk also includes MDM related to the need to initiate or forego further testing, treatment, and/or hospitalization. The risk of patient management criteria applies to the patient management decisions made by the reporting physician or other qualified health care professional as part of the reported encounter.

Morbidity: A state of illness or functional impairment that is expected to be of substantial duration during which function is limited, quality of life is impaired, or there is organ damage that may not be transient despite treatment.

Social determinants of health: Economic and social conditions that influence the health of people and communities. Examples may include food or housing insecurity.

Surgery (minor or major, elective, emergency, procedure or patient risk):

> ***Surgery–Minor or Major:*** The classification of surgery into minor or major is based on the common meaning of such terms when used by trained clinicians, similar to the use of the term "risk." These terms are not defined by a surgical package classification.
>
> ***Surgery–Elective or Emergency:*** Elective procedures and emergent or urgent procedures describe the timing of a procedure when the timing is related to the patient's condition. An elective procedure is typically planned in advance (eg, scheduled for weeks later), while an emergent procedure is typically performed immediately or with minimal delay to allow for patient stabilization. Both elective and emergent procedures may be minor or major procedures.
>
> ***Surgery–Risk Factors, Patient or Procedure:*** Risk factors are those that are relevant to the patient and procedure. Evidence-based risk calculators may be used, but are not required, in assessing patient and procedure risk.

Drug therapy requiring intensive monitoring for toxicity: A drug that requires intensive monitoring is a therapeutic agent that has the potential to cause serious morbidity or death. The monitoring is performed for assessment of these adverse effects and not primarily for assessment of therapeutic efficacy. The monitoring should be that which is generally accepted practice for the agent but may be patient-specific in some cases. Intensive monitoring may be long-term or short-term. Long-term intensive monitoring is not performed less than quarterly. The monitoring may be performed with a laboratory test, a physiologic test, or imaging. Monitoring by history or examination does not qualify. The monitoring affects the level of MDM in an encounter in which it is considered in the management of the patient. Examples may include monitoring for cytopenia in the use of an antineoplastic agent between dose cycles or the short-term intensive monitoring of electrolytes and renal function in a patient who is undergoing diuresis. Examples of monitoring that do not qualify include monitoring glucose levels during insulin therapy, as the primary reason is the therapeutic effect (~~even if~~ unless severe hypoglycemia is a current, significant concern); or annual electrolytes and renal function for a patient on a diuretic, as the frequency does not meet the threshold. – f

Instructions for Selecting a Level of Office or Other Outpatient E/M Services

Select the appropriate level of E/M services based on the following:

1. The level of the MDM as defined for each service, or

2. The total time for E/M services performed on the date of the encounter

Medical Decision Making

MDM includes establishing diagnoses, assessing the status of a condition, and/or selecting a management option. MDM in the office or other outpatient services codes is defined by three elements:

- The number and complexity of problem(s) that are addressed during the encounter.

- The amount and/or complexity of data to be reviewed and analyzed. These data include medical records, tests, and/or other information that must be obtained, ordered, reviewed, and analyzed for the encounter. This includes information obtained from multiple sources or interprofessional

communications that are not reported separately and interpretation of tests that are not reported separately. Ordering a test is included in the category of test result(s) and the review of the test result is part of the encounter and not a subsequent encounter. Ordering a test may include those considered, but not selected after shared decision making. For example, a patient may request diagnostic imaging that is not necessary for their condition and discussion of the lack of benefit may be required. Alternatively, a test may normally be performed, but due to the risk for a specific patient it is not ordered. These considerations must be documented. Data are divided into three categories:

- Tests, documents, orders, or independent historian(s). (Each unique test, order, or document is counted to meet a threshold number.)
- Independent interpretation of tests.
- Discussion of management or test interpretation with external physician or other qualified health care professional or appropriate source.

- The risk of complications and/or morbidity or mortality of patient management decisions made at the visit, associated with the patient's problem(s), the diagnostic procedure(s), treatment(s). This includes the possible management options selected and those considered but not selected, after shared MDM with the patient and/or family. For example, a decision about hospitalization includes consideration of alternative levels of care. Examples may include a psychiatric patient with a sufficient degree of support in the outpatient setting or the decision to not hospitalize a patient with advanced dementia with an acute condition that would generally warrant inpatient care, but for whom the goal is palliative treatment.

Four types of MDM are recognized: straightforward, low, moderate, and high. The concept of the level of MDM does not apply to 99211. Shared MDM involves eliciting patient and/or family preferences, patient and/or family education, and explaining risks and benefits of management options. MDM may be impacted by role and management responsibility. When the physician or other qualified health care professional is reporting a separate CPT code that includes interpretation and/or report, the interpretation and/or report should not count toward the MDM when selecting a level of office or other outpatient services. When the physician or other qualified health care professional is reporting a separate service for discussion of management with a physician or another qualified health care professional, the discussion is not counted toward the MDM when selecting a level of office or other outpatient services.

The Levels of Medical Decision Making (MDM) table (Table 2) is a guide to assist in selecting the level of MDM for reporting an office or other outpatient E/M services code. The table includes the four levels of MDM (ie, straightforward, low, moderate, high) and the three elements of MDM (ie, number and complexity of problems addressed at the encounter, amount and/or complexity of data reviewed and analyzed, and risk of complications and/or morbidity or mortality of patient management). To qualify for a particular level of MDM, two of the three elements for that level of MDM must be met or exceeded. See Table 2: Levels of Medical Decision Making (MDM) on the following page.

Table 2: Level of Medical Decision Making (MDM)

Code	Level of MDM (Based on 2 out of 3 Elements of MDM)	Elements of Medical Decision Making		
		Number and Complexity of Problems Addressed	**Amount and/or Complexity of Data to be Reviewed and Analyzed** ***Each unique test, order, or document contributes to the combination of 2 or combination of 3 in Category 1 below.***	**Risk of Complications and/or Morbidity or Mortality of Patient Management**
99211	**N/A**	N/A	N/A	N/A
99202 **99212**	**Straightforward**	**Minimal** • **1** self-limited or minor problem	**Minimal or none**	**Minimal risk of morbidity from additional diagnostic testing or treatment**

99203
99213
	Low	**Low**
		• **2** or more self-limited or minor problems;
		or
		• **1** stable chronic illness;
		or
		• **1** acute, uncomplicated illness or injury
			Limited
			(Must meet the requirements of at least 1 of the 2 categories)
			
			Category 1: Tests and documents
			• **Any combination of 2 from the following:**
			  • Review of prior external note(s) from each unique source*;
			  • review of the result(s) of each unique test*;
			  • ordering of each unique test*
			or
			Category 2: Assessment requiring an independent historian(s)
				Low risk of morbidity from additional diagnostic testing or treatment

			(For the categories of independent interpretation of tests and discussion of management or test interpretation, see moderate or high)	

99204
99214
	Moderate	**Moderate**
		• **1** or more chronic illnesses with exacerbation, progression, or side effects of treatment;
		or
		• **2** or more stable chronic illnesses;
		or
		• **1** undiagnosed new problem with uncertain prognosis;
		or
		• **1** acute illness with systemic symptoms;
		or
		• **1** acute complicated injury
			Moderate
			(Must meet the requirements of at least 1 out of 3 categories)
			Category 1: Tests, documents, or independent historian(s)
			• **Any combination of 3 from the following**:
			  • Review of prior external note(s) from each unique source*;
			  • Review of the result(s) of each unique test*;
			  • Ordering of each unique test*;
			  • Assessment requiring an independent historian(s)
			or
			Category 2: Independent interpretation of tests
			• Independent interpretation of a test performed by another physician/other qualified health care professional (not separately reported);
			or
			Category 3: Discussion of management or test interpretation
			• Discussion of management or test interpretation with external physician/other qualified health care professional\appropriate source (not separately reported)
				Moderate risk of morbidity from additional diagnostic testing or treatment
				
				Examples only:
				• Prescription drug management
				• Decision regarding minor surgery with identified patient or procedure risk factors
				• Decision regarding elective major surgery without identified patient or procedure risk factors
				• Diagnosis or treatment significantly limited by social determinants of health

99205
99215
	High	**High**
		• **1** or more chronic illnesses with severe exacerbation, progression, or side effects of treatment;
		or
		• 1 acute or chronic illness or injury that poses a threat to life or bodily function
			Extensive
			(Must meet the requirements of at least 2 out of 3 categories)
			
			Category 1: Tests, documents, or independent historian(s)
			• **Any combination of 3 from the following**:
			  • Review of prior external note(s) from each unique source*;
			  • Review of the result(s) of each unique test*;
			  • Ordering of each unique test*;
			  • Assessment requiring an independent historian(s)
			or
			Category 2: Independent interpretation of tests
			• **Independent interpretation of a test performed by another physician/other qualified health care professional (not separately reported);**
			or
			Category 3: Discussion of management or test interpretation
			• Discussion of management or test interpretation with external physician/other qualified health care professional/appropriate source (not separately reported)
				High risk of morbidity from additional diagnostic testing or treatment
				
				Examples only:
				• Drug therapy requiring intensive monitoring for toxicity
				• Decision regarding elective major surgery with identified patient or procedure risk factors
				• Decision regarding emergency major surgery
				• Decision regarding hospitalization
				• Decision not to resuscitate or to de-escalate care because of poor prognosis

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Evaluation and Management

Office or Other Outpatient Services

The following codes are used to report evaluation and management services provided in the office or in an outpatient or other ambulatory facility. A patient is considered an outpatient until inpatient admission to a health care facility occurs.

To report services provided to a patient who is admitted to a hospital or nursing facility in the course of an encounter in the office or other ambulatory facility, see the notes for initial hospital inpatient care or initial nursing facility care.

For services provided in the emergency department, see 99281-99285.

For observation care, see 99217-99226. For observation or inpatient care services (including admission and discharge services), see 99234-99236.

----------*Coding Tip*----------

Determination of Patient Status as New or Established Patient

Solely for the purposes of distinguishing between new and established patients, **professional services** are those face-to-face services rendered by physicians and other qualified health care professionals who may report evaluation and management services reported by a specific CPT code(s). A new patient is one who has not received any professional services from the physician/qualified health care professional or another physician/qualified health care professional of the **exact** same specialty and subspecialty who belongs to the same group practice, within the past three years.

An established patient is one who has received professional services from the physician/qualified health care professional or another physician/qualified health care professional of the exact same specialty and subspecialty who belongs to the same group practice, within the past three years.

In the instance where a physician/qualified health care professional is on call for or covering for another physician/ qualified health care professional, the patient's encounter will be classified as it would have been by the physician/qualified health care professional who is not available. When advanced practice nurses and physician assistants are working with physicians they are considered as working in the **exact** same specialty and exact same **subspecialties** as the physician.

CPT Coding Guidelines, Evaluation and Management, Definitions of Commonly Used Terms, New and Established Patient

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New Patient

(99201 has been deleted. To report, use 99202)

★▲**99202** **Office or other outpatient visit** for the evaluation and management of a new patient, which requires a medically appropriate history and/or examination and straightforward medical decision making.

When using time for code selection, 15-29 minutes of total time is spent on the date of the encounter.

★▲**99203** **Office or other outpatient visit** for the evaluation and management of a new patient, which requires a medically appropriate history and/or examination and low level of medical decision making.

When using time for code selection, 30-44 minutes of total time is spent on the date of the encounter.

★▲**99204** **Office or other outpatient visit** for the evaluation and management of a new patient, which requires a medically appropriate history and/or examination and moderate level of medical decision making.

When using time for code selection, 45-59 minutes of total time is spent on the date of the encounter.

★▲**99205** **Office or other outpatient visit** for the evaluation and management of a new patient, which requires a medically appropriate history and/or examination and high level of medical decision making.

When using time for code selection, 60-74 minutes of total time is spent on the date of the encounter.

(For services 75 minutes or longer, see Prolonged Services 99417)

Established Patient

▲**99211** **Office or other outpatient visit** for the evaluation and management of an established patient, that may not require the presence of a physician or other qualified health care professional. Usually, the presenting problem(s) are minimal.

★▲**99212** **Office or other outpatient visit** for the evaluation and management of an established patient, which requires a medically appropriate history and/or examination and straightforward medical decision making.

When using time for code selection, 10-19 minutes of total time is spent on the date of the encounter.

★▲**99213** **Office or other outpatient visit** for the evaluation and management of an established patient, which requires a medically appropriate history and/or examination and low level of medical decision making.

When using time for code selection, 20-29 minutes of total time is spent on the date of the encounter.

★▲**99214** **Office or other outpatient visit** for the evaluation and management of an established patient, which requires a medically appropriate history and/or examination and moderate level of medical decision making.

When using time for code selection, 30-39 minutes of total time is spent on the date of the encounter.

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★▲**99215** **Office or other outpatient visit** for the evaluation and management of an established patient, which requires a medically appropriate history and/or examination and high level of medical decision making.

When using time for code selection, 40-54 minutes of total time is spent on the date of the encounter.

(For services 55 minutes or longer, see Prolonged Services 99417)

Prolonged Services

Prolonged Service With Direct Patient Contact (Except with Office or Other Outpatient Services)

Codes 99354-99357 are used when a physician or other qualified health care professional provides prolonged service(s) involving direct patient contact that is provided beyond the usual service in either the inpatient, observation or outpatient setting, except with office or other outpatient services (99202, 99203, 99204, 99205, 99211, 99212, 99213, 99214, 99215). Direct patient contact is face-to-face and includes additional non-face-to-face services on the patient's floor or unit in the hospital or nursing facility during the same session. This service is reported in addition to the primary procedure. Appropriate codes should be selected for supplies provided or other procedures performed in the care of the patient during this period.

Codes 99354-99355 are used to report the total duration of face-to-face time spent by a physician or other qualified health care professional on a given date providing prolonged service in the outpatient setting, even if the time spent by the physician or other qualified health care professional on that date is not continuous. Codes 99356-99357 are used to report the total duration of time spent by a physician or other qualified health care professional at the bedside and on the patient's floor or unit in the hospital or nursing facility on a given date providing prolonged service to a patient, even if the time spent by the physician or other qualified health care professional on that date is not continuous.

Time spent performing separately reported services other than the E/M or psychotherapy service is not counted toward the prolonged services time.

Code 99354 or 99356 is used to report the first hour of prolonged service on a given date, depending on the place of service.

Either code should be used only once per date, even if the time spent by the physician or other qualified health care professional is not continuous on that date. Prolonged service of less than 30 minutes total duration on a given date is not separately reported.

Code 99355 or 99357 is used to report each additional 30 minutes beyond the first hour, depending on the place of service. Either code may also be used to report the final 15-30 minutes of prolonged service on a given date. Prolonged service of less than 15 minutes beyond the first hour or less than 15 minutes beyond the final 30 minutes is not reported separately.

The use of the time-based add-on codes requires that the primary evaluation and management service have a typical or specified time published in the CPT codebook.

For E/M services that require prolonged clinical staff time and may include face-to-face services by the physician or other qualified health care professional, use 99415, 99416. Do not report 99354, 99355 with 99415, 99416, 99417.

For prolonged total time in the Office or Other Outpatient Services, use 99417.

The following table illustrates the correct reporting of prolonged physician or other qualified health care professional service with direct patient contact in the inpatient or observation setting beyond the usual service time.

Total Duration of Prolonged Services	**Code(s)**
less than 30 minutes	Not reported separately
30-74 minutes (30 minutes - 1 hr. 14 min.)	99356 X 1
75-104 minutes (1 hr. 15 min. - 1 hr. 44 min.)	99356 X 1 AND 99357 X 1
105 or more (1 hr. 45 min. or more)	99356 X 1 AND 99357 X 2 or more for each additional 30 minutes.

★✚▲**99354** Prolonged service(s) in the outpatient setting requiring direct patient contact beyond the time of the usual service; first hour (List separately in addition to code for outpatient **Evaluation and Management** or psychotherapy service, except with office or other outpatient services [99202-99215])

(Use 99354 in conjunction with 90837, 90847, 99241-99245, 99324-99337, 99341-99350, 99483)

(Do not report 99354 in conjunction with 99202, 99203, 99204, 99205, 99211, 99212, 99213, 99214, 99215, 99415, 99416, 99417)

★✚▲**99355** each additional 30 minutes (List separately in addition to code for prolonged service)

(Use 99355 in conjunction with 99354)

(Do not report 99355 in conjunction with 99202, 99203, 99204, 99205, 99211, 99212, 99213, 99214, 99215, 99415, 99416, 99417)

✚▲**99356** Prolonged service in the inpatient or observation setting, requiring unit/floor time beyond the usual service; first hour (List separately in addition to code for inpatient or observation **Evaluation and Management** service)

(Use 99356 in conjunction with 90837, 90847, 99218-99220, 99221-99223, 99224-99226, 99231-99233, 99234-99236, 99251-99255, 99304-99310)

✚▲**99357** each additional 30 minutes (List separately in addition to code for prolonged service)

(Use 99357 in conjunction with 99356)

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Prolonged Service Without Direct Patient Contact

Codes 99358 and 99359 are used when a prolonged service is provided that is neither face-to-face time in the outpatient, inpatient, or observation setting, nor additional unit/floor time in the hospital or nursing facility setting. Codes 99358, 99359 may be used during the same session of an evaluation and management service, except office or other outpatient services (99202, 99203, 99204, 99205, 99211, 99212, 99213, 99214, 99215). For prolonged time without direct patient contact on the date of office or other outpatient services, use 99417. Codes 99358, 99359 may also be used for prolonged services on a date other than the date of a face-to face encounter.

This service is to be reported in relation to other physician or other qualified health care professional services, including evaluation and management services at any level. This prolonged service may be reported on a different date than the primary service to which it is related. For example, extensive record review may relate to a previous evaluation and management service performed at an earlier date. However, it must relate to a service or patient where (face-to-face) patient care has occurred or will occur and relate to ongoing patient management.

Codes 99358 and 99359 are used to report the total duration of non-face-to-face time spent by a physician or other qualified health care professional on a given date providing prolonged service, even if the time spent by the physician or other qualified health care professional on that date is not continuous. Code 99358 is used to report the first hour of prolonged service on a given date regardless of the place of service. It should be used only once per date.

Prolonged service of less than 30 minutes total duration on a given date is not separately reported.

Code 99359 is used to report each additional 30 minutes beyond the first hour. It may also be used to report the final 15 to 30 minutes of prolonged service on a given date.

Prolonged service of less than 15 minutes beyond the first hour or less than 15 minutes beyond the final 30 minutes is not reported separately. Do not report 99358, 99359 for time without direct patient contact reported in other services such as care plan oversight services (99339, 99340, 99374-99380), chronic care management by a physician or other qualified health care professional (99491), home and outpatient INR monitoring (93792, 93793), medical team conferences (99366-99368), interprofessional telephone/internet/electronic health record consultations (99446-99452), or on-line digital evaluation and management services (9X0X1, 9X0X2, 9X0X3).

99358 Prolonged evaluation and management service before and/or after direct patient care; first hour

+99359 each additional 30 minutes (List separately in addition to code for prolonged service)

(Use 99359 in conjunction with 99358)

(Do not report 99358, 99359 on the same date of service as 99417)

(Do not report 99358, 99359 during the same month with 99484, 99487-99489, 99490, 99491, 99492, 99493, 99494)

(Do not report 99358, 99359 when performed during the service time of codes 99495 or 99496, if reporting 99495 or 99496)

Total Duration of Prolonged Services Without Direct Face-to-Face Contact	Code(s)
less than 30 minutes	Not reported separately
30-74 minutes (30 minutes - 1 hr. 14 min.)	99358 X 1
75-104 minutes (1 hr. 15 min. - 1 hr. 44 min.)	99358 X 1 AND 99359 X 1
105 or more (1 hr. 45 min. or more)	99358 X 1 AND 99359 X 2 or more for each additional 30 minutes.

Prolonged Clinical Staff Services With Physician or Other Qualified Health Care Professional Supervision

Codes 99415, 99416 are used when a prolonged evaluation and management (E/M) service is provided in the office or outpatient setting that involves prolonged clinical staff face-to-face time beyond the typical face-to-face time of the E/M service, as stated in the code description. The physician or qualified health care professional is present to provide direct supervision of the clinical staff. This service is reported in addition to the designated E/M services and any other services provided at the same session as E/M services.

Codes 99415, 99416 are used to report the total duration of face-to-face time spent by clinical staff on a given date providing prolonged service in the office or other outpatient setting, even if the time spent by the clinical staff on that date is not continuous. Time spent performing separately reported services other than the E/M service is not counted toward the prolonged services time.

Code 99415 is used to report the first hour of prolonged clinical staff service on a given date. Code 99415 should be used only once per date, even if the time spent by the clinical staff is not continuous on that date. Prolonged service of less than 45 minutes total duration on a given date is not separately reported because the clinical staff time involved is included in the E/M codes. The typical face-to-face time of the primary service is used in defining when prolonged services time begins. For example, prolonged clinical staff services for 99214 begin after 25 minutes, and 99415 is not reported until at least 70 minutes total face-to-face clinical staff time has been performed. When face-to-face time is noncontiguous, use only the face-to-face time provided to the patient by the clinical staff.

Code 99416 is used to report each additional 30 minutes of prolonged clinical staff service beyond the first hour. Code 99416 may also be used to report the final 15-30 minutes of prolonged service on a given date. Prolonged service of less than 15 minutes beyond the first hour or less than 15 minutes beyond the final 30 minutes is not reported separately.

Codes 99415, 99416 may be reported for no more than two simultaneous patients. The use of the time-based add-on codes requires that the primary E/M service has a typical or specified time published in the CPT code set.

For prolonged services by the physician or other qualified health care professional, see 99354, 99355, 99417. Do not report 99415, 99416 with 99354, 99355, 99417.

Facilities may not report 99415, 99416.

#+99415 Prolonged clinical staff service (the service beyond the typical service time) during an evaluation and management service in the office or outpatient setting, direct patient contact with physician supervision; first hour (List separately in addition to code for outpatient **Evaluation and Management** service)

(Use 99415 in conjunction with 99202, 99203, 99204, 99205, 99211, 99212, 99213, 99214, 99215)

(Do not report 99415 in conjunction with 99354, 99355, 99417)

#+99416 each additional 30 minutes (List separately in addition to code for prolonged service)

(Use 99416 in conjunction with 99415)

(Do not report 99416 in conjunction with 99354, 99355, 99417)

The Total Duration of Prolonged Services Table illustrates the correct reporting of prolonged services provided by clinical staff with physician supervision in the office setting beyond the initial 45 minutes of clinical staff time:

Total Duration of Prolonged Services	**Code(s)**
less than 30 minutes	Not reported separately
30-74 minutes (30 minutes - 1 hr. 14 min.)	99415 X 1
75-104 minutes (1 hr. 15 min. - 1 hr. 44 min.)	99415 X 1 AND 99416 X 1
105 or more (1 hr. 45 min. or more)	99415 X 1 AND 99416 X 2 or more for each additional 30 minutes.

Prolonged Service With or Without Direct Patient Contact on the Date of an Office or Other Outpatient Service

Code 99417 is used to report prolonged total time (ie, combined time with and without direct patient contact) provided by the physician or other qualified health care professional on the date of office or other outpatient services (ie, 99205, 99215). Code 99417 is only used when the office or other outpatient service has been selected using time alone as the basis and only after the total time of the highest-level

service (ie, 99205 or 99215) has been exceeded. To report a unit of 99417, 15 minutes of additional time must have been attained. Do not report 99417 for any additional time increment of less than 15 minutes.

Time spent performing separately reported services other than the E/M service is not counted toward the time to report 99205, 99215 and prolonged services time.

For prolonged services on a date other than the date of a face-to-face encounter, including office or other outpatient services (99202, 99203, 99204, 99205, 99211, 99212, 99213, 99214, 99215), see 99358, 99359. For E/M services that require prolonged clinical staff time and may include face-to-face services by the physician or other qualified health care professional, see 99415, 99416. Do not report 99417 in conjunction with 99354, 99355, 99358, 99359, 99415, 99416.

Prolonged services of less than 15 minutes total time on the date of the office or other outpatient service (ie, 99205, 99215) is not reported.

★+●**99417** Prolonged office or other outpatient evaluation and management service(s) (beyond the total time of the primary procedure which has been selected using total time), requiring total time with or without direct patient contact beyond the usual service, on the date of the primary service; each 15 minutes (List separately in addition to codes 99205, 99215 for office or other outpatient **Evaluation and Management** services)

(Use 99417 in conjunction with 99205, 99215)

(Do not report 99417 in conjunction with 99354, 99355, 99358, 99359, 99415, 99416)

(Do not report 99417 for any time unit less than 15 minutes)

Total Duration of New Patient Office or Other Outpatient Services (use with 99205)	**Code(s)**
less than 75 minutes	Not reported separately
75-89 minutes	99205 X 1 and 99417 X 1
90-104 minutes	99205 X 1 and 99417 X 2
105 or more	99205 X 1 and 99417 X 3 or more for each additional 15 minutes.
Total Duration of Established Patient Office or Other Outpatient Services (use with 99215)	**Code(s)**
less than 55 minutes	Not reported separately
55-69 minutes	99215 X 1 and 99417 X 1
70-84 minutes	99215 X 1 and 99417 X 2
85 or more	99215 X 1 and 99417 X 3 or more for each additional 15 minutes.

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Prolonged Services

Prolonged Service With Direct Patient Contact (Except with Office or Other Outpatient Services)

Codes 99354-99357 are used when a physician or other qualified health care professional provides prolonged service(s) involving direct patient contact that is provided beyond the usual service in either the inpatient, observation or outpatient setting, except with office or other outpatient services (99202, 99203, 99204, 99205, 99212, 99213, 99214, 99215). Direct patient contact is face-to-face and includes additional non-face-to-face services on the patient's floor or unit in the hospital or nursing facility during the same session. This service is reported in addition to the primary procedure. Appropriate codes should be selected for supplies provided or other procedures performed in the care of the patient during this period.

Codes 99354-99355 are used to report the total duration of face-to-face time spent by a physician or other qualified health care professional on a given date providing prolonged service in the outpatient setting, even if the time spent by the physician or other qualified health care professional on that date is not continuous. Codes 99356-99357 are used to report the total duration of time spent by a physician or other qualified health care professional at the bedside and on the patient's floor or unit in the hospital or nursing facility on a given date providing prolonged service to a patient, even if the time spent by the physician or other qualified health care professional on that date is not continuous.

Time spent performing separately reported services other than the E/M or psychotherapy service is not counted toward the prolonged services time.

Code 99354 or 99356 is used to report the first hour of prolonged service on a given date, depending on the place of service.

Either code should be used only once per date, even if the time spent by the physician or other qualified health care professional is not continuous on that date. Prolonged service of less than 30 minutes total duration on a given date is not separately reported.

Code 99355 or 99357 is used to report each additional 30 minutes beyond the first hour, depending on the place of service. Either code may also be used to report the final 15-30 minutes of prolonged service on a given date. Prolonged service of less than 15 minutes beyond the first hour or less than 15 minutes beyond the final 30 minutes is not reported separately.

The use of the time-based add-on codes requires that the primary evaluation and management service have a typical or specified time published in the CPT codebook.

For E/M services that require prolonged clinical staff time and may include face-to-face services by the physician or other qualified health care professional, use 99415, 99416. Do not report 99354, 99355 with 99415, 99416, 99417.

For prolonged total time in addition to office or other outpatient services (ie, 99205, 99215), use 99417.

The following table illustrates the correct reporting of prolonged physician or other qualified health care professional service with direct patient contact in the inpatient or observation setting beyond the usual service time.

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Total Duration of Prolonged Services	Code(s)
less than 30 minutes	Not reported separately
30-74 minutes (30 minutes - 1 hr. 14 min.)	99356 X 1
75-104 minutes (1 hr. 15 min. - 1 hr. 44 min.)	99356 X 1 AND 99357 X 1
105 or more (1 hr. 45 min. or more)	99356 X 1 AND 99357 X 2 or more for each additional 30 minutes.

★+▲**99354** Prolonged service(s) in the outpatient setting requiring direct patient contact beyond the time of the usual service; first hour (List separately in addition to code for outpatient **Evaluation and Management** or psychotherapy service, except with office or other outpatient services [99202-99215])

(Use 99354 in conjunction with 90837, 90847, 99241-99245, 99324-99337, 99341-99350, 99483)

(Do not report 99354 in conjunction with 99202, 99203, 99204, 99205, 99211, 99212, 99213, 99214, 99215, 99415, 99416, 999417)

★+▲**99355** each additional 30 minutes (List separately in addition to code for prolonged service)

(Use 99355 in conjunction with 99354)

(Do not report 99355 in conjunction with 99202, 99203, 99204, 99205, 99211, 99212, 99213, 99214, 99215, 99415, 99416, 99417)

+▲**99356** Prolonged service in the inpatient or observation setting, requiring unit/floor time beyond the usual service; first hour (List separately in addition to code for inpatient or observation **Evaluation and Management** service)

(Use 99356 in conjunction with 90837, 90847, 99218-99220, 99221-99223, 99224-99226, 99231-99233, 99234-99236, 99251-99255, 99304-99310)

+**99357** each additional 30 minutes (List separately in addition to code for prolonged service)

(Use 99357 in conjunction with 99356)

Prolonged Service Without Direct Patient Contact

Codes 99358 and 99359 are used when a prolonged service is provided that is neither face-to-face time in the outpatient, inpatient, or observation setting, nor additional unit/floor time in the hospital or nursing facility setting. Codes 99358, 99359 may be used during the same session of an evaluation and management service, except office or other outpatient services (99202, 99203, 99204, 99205, 99212, 99213, 99214, 99215). For prolonged total time in addition to office or other outpatient services (ie, 99205, 99215) on the same date of service without direct patient contact, use 99417. Codes 99358, 99359 may also be used for prolonged services on a date other than the date of a face-to face encounter.

This service is to be reported in relation to other physician or other qualified health care professional services, including evaluation and management services at any level. This prolonged service may be reported on a different date than the primary service to which it is related. For example, extensive record review may relate to a previous evaluation and management service performed at an earlier date. However, it must relate to a service or patient where (face-to-face) patient care has occurred or will occur and relate to ongoing patient management.

Codes 99358 and 99359 are used to report the total duration of non-face-to-face time spent by a physician or other qualified health care professional on a given date providing prolonged service, even if the time spent by the physician or other qualified health care professional on that date is not continuous. Code 99358 is used to report the first hour of prolonged service on a given date regardless of the place of service. It should be used only once per date.

Prolonged service of less than 30 minutes total duration on a given date is not separately reported.

Code 99359 is used to report each additional 30 minutes beyond the first hour. It may also be used to report the final 15 to 30 minutes of prolonged service on a given date.

Prolonged service of less than 15 minutes beyond the first hour or less than 15 minutes beyond the final 30 minutes is not reported separately.

Do not report 99358, 99359 for time without direct patient contact reported in other services such as care plan oversight services (99339, 99340, 99374-99380), chronic care management by a physician or other qualified health care professional (99491), home and outpatient INR monitoring (93792, 93793), medical team conferences (99366-99368), interprofessional telephone/Internet/electronic health record consultations (99446, 99447, 99448, 99449, 99451, 99452), or online digital evaluation and management services (99421, 99422, 99423).

99358 Prolonged evaluation and management service before and/or after direct patient care; first hour

+99359 each additional 30 minutes (List separately in addition to code for prolonged service)

(Use 99359 in conjunction with 99358)

(Do not report 99358, 99359 on the same date of service as 99202, 99203, 99204, 99205, 99212, 99213, 99214, 99215, 99417)

Total Duration of Prolonged Services Without Direct Face-to-Face Contact	**Code(s)**
less than 30 minutes	Not reported separately
30-74 minutes (30 minutes - 1 hr. 14 min.)	99358 X 1

75-104 minutes (1 hr. 15 min. - 1 hr. 44 min.)	99358 X 1 AND 99359 X 1
105 or more (1 hr. 45 min. or more)	99358 X 1 AND 99359 X 2 or more for each additional 30 minutes.

Prolonged Clinical Staff Services With Physician or Other Qualified Health Care Professional Supervision

Codes 99415, 99416 are used when a prolonged evaluation and management (E/M) service is provided in the office or outpatient setting that involves prolonged clinical staff face-to-face time beyond the highest total time of the E/M service, as stated in the ranges of time in the code descriptions. The physician or qualified health care professional is present to provide direct supervision of the clinical staff. This service is reported in addition to the designated E/M services and any other services provided at the same session as E/M services.

Codes 99415, 99416 are used to report the total duration of face-to-face time spent by clinical staff on a given date providing prolonged service in the office or other outpatient setting, even if the time spent by the clinical staff on that date is not continuous. Time spent performing separately reported services other than the E/M service is not counted toward the prolonged services time.

Code 99415 is used to report the first hour of prolonged clinical staff service on a given date. Code 99415 should be used only once per date, even if the time spent by the clinical staff is not continuous on that date. Prolonged service of less than 30 minutes total duration on a given date is not separately reported because the clinical staff time involved is included in the E/M codes. The highest total time in the time ranges of the code descriptions is used in defining when prolonged services time begins. For example, prolonged clinical staff services for 99214 begin after 39 minutes, and 99415 is not reported until at least 69 minutes total face-to-face clinical staff time has been performed. When face-to-face time is noncontiguous, use only the face-to-face time provided to the patient by the clinical staff.

Code 99416 is used to report each additional 30 minutes of prolonged clinical staff service beyond the first hour. Code 99416 may also be used to report the final 15-30 minutes of prolonged service on a given date. Prolonged service of less than 15 minutes beyond the first hour or less than 15 minutes beyond the final 30 minutes is not reported separately.

Codes 99415, 99416 may be reported for no more than two simultaneous patients. The use of the time-based add-on codes requires that the primary E/M service has a time published in the CPT code set.

For prolonged services by the physician or other qualified health care professional, see 99354, 99355, 99417. Do not report 99415, 99416 with 99354, 99355, 99417.

Facilities may not report 99415, 99416.

#+99415 Prolonged clinical staff service (the service beyond the typical service time) during an evaluation and management service in the office or outpatient setting, direct patient contact with physician supervision; first hour (List separately in addition to code for outpatient **Evaluation and Management** service)

(Use 99415 in conjunction with 99202, 99203, 99204, 99205, 99211, 99212, 99213, 99214, 99215)

(Do not report 99415 in conjunction with 99354, 99355, 99417)

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#+**99416** each additional 30 minutes (List separately in addition to code for prolonged service)

(Use 99416 in conjunction with 99415)

(Do not report 99416 in conjunction with 99354, 99355, 99417)

The Total Duration of Prolonged Services Table illustrates the correct reporting of prolonged services provided by clinical staff with physician supervision in the office setting beyond the initial 30 minutes of clinical staff time:

Total Duration of Prolonged Services	**Code(s)**
less than 30 minutes	Not reported separately
30-74 minutes (30 minutes - 1 hr. 14 min.)	99415 X 1
75-104 minutes (1 hr. 15 min. - 1 hr. 44 min.)	99415 X 1 AND 99416 X 1
105 or more (1 hr. 45 min. or more)	99415 X 1 AND 99416 X 2 or more for each additional 30 minutes.

Prolonged Service With or Without Direct Patient Contact on the Date of an Office or Other Outpatient Service

Code 99417 is used to report prolonged total time (ie, combined time with and without direct patient contact) provided by the physician or other qualified health care professional on the date of office or other outpatient services (ie, 99205, 99215). Code 99417 is only used when the office or other outpatient service has been selected using time alone as the basis and only after the minimum time required to report the highest-level service (ie, 99205 or 99215) has been exceeded by 15 minutes. To report a unit of 99417, 15 minutes of additional time must have been attained. Do not report 99417 for any additional time increment of less than 15 minutes.

The listed time ranges for 99205 (ie, 60-74 minutes) and 99215 (ie, 40-54 minutes) represent the complete range of time for which each code may be reported. Therefore, when reporting 99417, the initial time unit of 15 minutes should be added once the minimum time in the primary E/M code has been surpassed by 15 minutes. For example, to report the initial unit of 99417 for a new patient encounter (99205), do not report 99417 until at least 15 minutes of time has been accumulated beyond 60 minutes (ie, 75 minutes) on the date of the encounter. For an established patient encounter (99215), do not report 99417 until at least 15 minutes of time has been accumulated beyond 40 minutes (ie, 55 minutes) on the date of the encounter.

Time spent performing separately reported services other than the E/M service is not counted toward the time to report 99205, 99215 and prolonged services time.

For prolonged services on a date other than the date of a face-to-face encounter, including office or other outpatient services (99202, 99203, 99204, 99205, 99212, 99213, 99214, 99215), see 99358, 99359. For E/M services that require prolonged clinical staff time and may include face-to-face services by the physician or other QHP, see 99415, 99416. Do not report 99417 in conjunction with 99354, 99355, 99358, 99359, 99415, 99416.

Prolonged services of less than 15 minutes total time is not reported on the date of office or other outpatient service when the highest level is reached (ie, 99205, 99215).

#★✚●**99417** Prolonged office or other outpatient evaluation and management service(s) beyond the minimum required time of the primary procedure which has been selected using total time, requiring total time with or without direct patient contact beyond the usual service, on the date of the primary service, each 15 minutes of total time
(List separately in addition to codes 99205, 99215 for office or other outpatient **Evaluation and Management** services)

(Use 99417 in conjunction with 99205, 99215)

(Do not report 99417 in conjunction with 99354, 99355, 99358, 99359, 99415, 99416)

(Do not report 99417 for any time unit less than 15 minutes)

Total Duration of New Patient Office or Other Outpatient Services (use with 99205)	**Code(s)**
less than 75 minutes	Not reported separately
75-89 minutes	99205 X 1 and 99417 X 1
90-104 minutes	99205 X 1 and 99417 X 2
105 or more	99205 X 1 and 99417 X 3 or more for each additional 15 minutes.
Total Duration of Established Patient Office or Other Outpatient Services (use with 99215)	**Code(s)**
less than 55 minutes	Not reported separately
55-69 minutes	99215 X 1 and 99417 X 1
70-84 minutes	99215 X 1 and 99417 X 2
85 or more	99215 X 1 and 99417 X 3 or more for each additional 15 minutes.

EXHIBIT T

Advisories

From Date

mm/dd/yyyy

To Date

mm/dd/yyyy

Advisory Type

- Any -

Apply

Title	Date	Description
FinCEN advisory FIN-2021-A003 (/resources/advisories/fincen-advisory-fin-2021-a003)	03/11/2021	Advisory on the Financial Action Task Force-Identified Jurisdictions with Anti-Money Laundering and Combating the Financing of Terrorism and Counter-Proliferation Deficiencies
FinCEN Advisory FIN-2021-A002 (/resources/advisories/fincen-advisory-fin-2021-a002)	02/24/2021	Advisory on Financial Crimes Targeting COVID-19 Economic Impact Payments
FinCEN Advisory FIN-2021-A001 (/resources/advisories/fincen-advisory-fin-2021-a001)	02/02/2021	Advisory on COVID-19 Health Insurance- and Health Care-Related Fraud
FinCEN Advisory FIN-2020-A009 (/resources/advisories/fincen-advisory-fin-2020-a009)	11/06/2020	Advisory on the Financial Action Task Force-Identified Jurisdictions with Anti-Money Laundering, Combating the Financing of Terrorism, and Proliferation Deficiencies
FinCEN Advisory FIN-2020-A008 (/resources/advisories/fincen-advisory-fin-2020-a008)	10/15/2020	Supplemental Advisory on Identifying and Reporting Human Trafficking and Related Activity

Title	Date	Description
FinCEN Advisory FIN-2020-A007 (/resources/advisories/fincen-advisory-fin-2020-a007)	10/13/2020	Advisory on Unemployment Insurance Fraud During Covid 19 Pandemic
FinCEN Advisory FIN-2020-A006 (/resources/advisories/fincen-advisory-fin-2020-a006)	10/01/2020	Advisory on Ransomware and the Use of the Financial System to Facilitate Ransom Payments
FinCEN Advisory FIN-2020-A005 Spanish (/resources/advisories/fincen-advisory-fin-2020-a005-spanish)	09/28/2020	Aviso sobre delitos cibernéticos y delitos perpetrados mediante tecnologías cibernéticas que explotan la pandemia de la enfermedad del coronavirus 2019 (COVID-19)
FinCEN Advisory FIN-2020-A003 Spanish (/resources/advisories/fincen-advisory-fin-2020-a003-spanish)	08/18/2020	Aviso sobre estafas de impostores y esquemas de “mulas de dinero” relacionados con la enfermedad por coronavirus 2019 (COVID-19)
FinCEN Advisory FIN-2020-A005 (/resources/advisories/fincen-advisory-fin-2020-a005)	07/30/2020	Advisory on Cybercrime and Cyber-Enabled Crime Exploiting the Coronavirus Disease 2019 (COVID-19) Pandemic
FinCEN Advisory FIN-2020-A004 (/resources/advisories/fincen-advisory-fin-2020-a004)	07/14/2020	Advisory on the Financial Action Task Force-Identified Jurisdictions with Anti-Money Laundering and Combating the Financing of Terrorism Deficiencies
FinCEN Advisory FIN-2020-A002 Spanish (/resources/advisories/fincen-advisory-fin-2020-a002-spanish)	07/09/2020	Aviso sobre estafas médicas relacionadas con la enfermedad del coronavirus de 2019 (COVID-19)
FinCEN Advisory FIN-2020-A003 (/resources/advisories/fincen-advisory-fin-2020-a003)	07/07/2020	Advisory on Imposter Scams and Money Mule Schemes Related to Coronavirus Disease 2019 (COVID-19)
FinCEN Advisory FIN-2020-A002 (/resources/advisories/fincen-advisory-fin-2020-a002)	05/18/2020	Advisory on Medical Scams Related to the Coronavirus Disease 2019 (COVID-19)
FinCEN Advisory FIN-2020-A001 (/resources/advisories/fincen-advisory-fin-2020-a001)	03/26/2020	Advisory on the Financial Action Task Force-Identified Jurisdictions with Anti-Money Laundering and Combating the Financing of Terrorism Deficiencies

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EXHIBIT U

THE UNITED STATES DEPARTMENT of JUSTICE
JUSTICE NEWS

Department of Justice

Office of Public Affairs

FOR IMMEDIATE RELEASE Wednesday, May 26, 2021

DOJ Announces Coordinated Law Enforcement Action to Combat Health Care Fraud Related to COVID-19

Criminal Charges Against Telemedicine Company Executive, Physician, Marketers, and Medical Business Owners For COVID-19 Related Fraud Schemes with Losses Exceeding $143 Million

The Department of Justice today announced criminal charges against 14 defendants, including 11 newly-charged defendants and three who were charged in superseding indictments, in seven federal districts across the United States for their alleged participation in various health care fraud schemes that exploited the COVID-19 pandemic and resulted in over $143 million in false billings.

"The multiple health care fraud schemes charged today describe theft from American taxpayers through the exploitation of the national emergency," said Deputy Attorney General Lisa O. Monaco. "These medical professionals, corporate executives, and others allegedly took advantage of the COVID-19 pandemic to line their own pockets instead of providing needed health care services during this unprecedented time in our country. We are committed to protecting the American people and the critical health care benefits programs created to assist them during this national emergency, and we are determined to hold those who exploit such programs accountable to the fullest extent of the law."

Additionally, the Center for Program Integrity, Centers for Medicare & Medicaid Services (CPI/CMS) separately announced today that it took adverse administrative actions against over 50 medical providers for their involvement in health care fraud schemes relating to COVID-19 or abuse of CMS programs that were designed to encourage access to medical care during the pandemic.

"Medical providers have been the unsung heroes for the American public throughout the pandemic," said FBI Director Christopher Wray. "It's disheartening that some have abused their authorities and committed COVID-19 related fraud against trusting citizens. The FBI, along with our federal law enforcement and private sector partners, are committed to continuing to combat healthcare fraud and protect the American people."

The defendants in the cases announced today are alleged to have engaged in various health care fraud schemes designed to exploit the COVID-19 pandemic. For example, multiple defendants offered COVID-19 tests to Medicare beneficiaries at senior living facilities, drive-through COVID-19 testing sites, and medical offices to induce the beneficiaries to provide their personal identifying information and a saliva or blood sample. The defendants are alleged to have then misused the information and samples to submit claims to Medicare for unrelated, medically unnecessary, and far more expensive laboratory tests, including cancer genetic testing, allergy testing, and respiratory pathogen panel tests. In some cases, and as alleged, the COVID-19 test results were not provided to the beneficiaries in a timely fashion or were not reliable, risking the further spread of the disease, and the genetic, allergy, and respiratory pathogen testing was medically unnecessary, and, in many cases, the results were not provided to the patients or their actual primary care doctors. The proceeds of the fraudulent schemes were allegedly laundered through shell corporations and used to purchase exotic automobiles and luxury real estate.

“It’s clear fraudsters see the COVID-19 pandemic as a money-making opportunity — creating fraudulent schemes to victimize beneficiaries and steal from federal health care programs,” said Deputy Inspector General for Investigations Gary L. Cantrell of Health and Human Services – Office of Inspector General (HHS-OIG). “Our agency and its law enforcement partners are aggressively and effectively investigating these egregious crimes, which is made equally clear given the results of this takedown. We will continue to support the unprecedented COVID-19 public health effort by holding accountable people who use deceptive tactics to profit from the pandemic.”

In another type of COVID-19 health care fraud scheme announced today, defendants are alleged to have exploited policies that were put in place by CMS to enable increased access to care during the COVID-19 pandemic. For example, pursuant to the COVID-19 emergency declaration, telehealth regulations and rules were broadened so that Medicare beneficiaries could receive a wider range of services from their doctors without having to travel to a medical facility. The cases announced today include first in the nation charges for allegedly exploiting these expanded policies by submitting false and fraudulent claims to Medicare for sham telemedicine encounters that did not occur. As part of these cases, medical professionals are alleged to have offered and paid bribes in exchange for the medical professionals’ referral of medically unnecessary testing.

The law enforcement action today also includes the third set of criminal charges related to the misuse of Provider Relief Fund monies. The Provider Relief Fund is part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, a federal law enacted March 2020 designed to provide needed medical care to Americans suffering from COVID-19.

The Fraud Section is prosecuting the cases in the following districts: Western District of Arkansas, Northern District of California, Middle District of Louisiana, Central District of California, Southern District of Florida, District of New Jersey, and the Eastern District of New York.

Today’s enforcement actions were led and coordinated by Assistant Chief Jacob Foster and Trial Attorneys Rebecca Yuan and Gary A. Winters of the National Rapid Response Strike Force of the Health Care Fraud Unit of the Criminal Division’s Fraud Section, in conjunction with the Health Care Fraud Unit’s Medicare Fraud Strike Forces (MFSF) in Miami, Los Angeles, the Gulf Coast, and Brooklyn, as well as the U.S. Attorneys’ Offices for the Northern District of California, Western District of Arkansas, and Middle District of Louisiana.

The MFSF is a partnership among the Criminal Division, U.S. Attorneys’ Offices, the FBI and HHS-OIG. In addition, U.S. Postal Inspection Service, Internal Revenue Service Criminal Investigation, Veterans Affairs Office of Inspector General, Department of Defense Office of Inspector General, Federal Deposit Insurance Corporation, Louisiana Medicaid Fraud Control Unit, and other federal and state law enforcement agencies participated in the law enforcement action.

The law enforcement action was brought in coordination with the Health Care Fraud Unit’s COVID-19 Interagency Working Group, which is chaired by the National Rapid Response Strike Force and organizes efforts to address illegal activity involving health care programs during the pandemic.

The Fraud Section leads the Medicare Fraud Strike Force. Since its inception in March 2007, the Medicare Fraud Strike Force, which maintains 15 strike forces operating in 24 federal districts, has charged more than 4,200 defendants who have collectively billed the Medicare program for nearly $19 billion. In addition, the HHS Centers for Medicare and Medicaid Services, working in conjunction with the HHS-OIG, are taking steps to increase accountability and decrease the presence of fraudulent providers.

Case Summaries

Western District of Arkansas

- Billy Joe Taylor, 42, of Lavaca, Arkansas, was charged by criminal complaint with health care fraud in connection with an alleged scheme to defraud the United States of over $88 million, including over $42 million in false and fraudulent claims during the COVID-19 health emergency that were billed in combination with claims that were submitted for testing for COVID-19 and other respiratory illnesses. Taylor, the owner and operator of Vitas Laboratories LLC and Beach Tox LLC, two testing laboratories, allegedly used access to beneficiary and medical provider information from prior laboratory testing orders to submit fraudulent claims for urine drug tests and other laboratory tests, including respiratory pathogen panel and COVID-19 tests, that were not actually ordered or

performed. The complaint also alleges that hundreds of claims were submitted for beneficiaries after they had died or otherwise ceased providing samples. The case is being prosecuted by Senior Litigation Counsel James Hayes and Trial Attorney D. Keith Clouser of the National Rapid Response Strike Force, and Assistant U.S. Attorney Kenneth Elser of the U.S. Attorney's Office for the Western District of Arkansas.

Northern District of California

- Mark Schena, 58, of Los Altos, California, the president of Arrayit Corporation, is charged along with two others, the Arrayit Vice President of Marketing and the President of an Arizona marketing organization, in connection with the submission of over $70 million in false and fraudulent claims for allergy and COVID-19 testing. The superseding indictment against Schena includes new counts of health care fraud, a conspiracy to pay kickbacks, and payment of kickbacks in connection with false and fraudulent statements about the existence, regulatory status, and accuracy of an Arrayit COVID-19 test. The conspiracy allegedly sought to induce the ordering of the Arrayit COVID-19 test and to bundle, i.e., require combination with, the COVID-19 test and Arrayit's medically unnecessary allergy test. The COVID-19 test results were not provided in a timely fashion and were not reliable in detecting COVID-19. The cases are being prosecuted by Acting Principal Deputy Assistant Chief Justin Weitz of the Market Integrity and Major Fraud Unit of the Fraud Section, Assistant Chief Jacob Foster of the National Rapid Response Strike Force, and Assistant U.S. Attorney Wil Frentzen of the U.S. Attorney's Office for the Northern District of California.

Central District of California

- Petros Hannesyan, 36, of Burbank, California, was charged with the theft of government property and wire fraud in connection with $229,454 that he obtained from COVID-19 relief programs. Hannesyan, the owner of Hollywood Home Health Services, Inc., a home health agency located in Los Angeles, allegedly misappropriated funds from the CARES Act Provider Relief Fund and submitted false loan applications and a false loan agreement to the Economic Injury Disaster Loan Program, rather than use the funds for COVID-19 patient care and to support small businesses experiencing disruption due to the COVID-19 pandemic. The case is being prosecuted by Trial Attorney Alexis Gregorian of the Los Angeles Strike Force.

Southern District of Florida

- Michael Stein, 35, and Leonel Palatnik, 42, both of Palm Beach County, Florida, were charged in connection with an alleged $73 million conspiracy to defraud the United States and to pay and receive health care kickbacks during the COVID-19 pandemic. Stein, the owner and operator of purported consulting company 1523 Holdings, LLC, and Palatnik, an owner and operator of Panda Conservation Group, LLC, a Texas company that owned and operated testing laboratories in Dallas and Denton, Texas, allegedly exploited temporary waivers of telehealth restrictions enacted during the pandemic by offering telehealth providers access to Medicare beneficiaries for whom they could bill consultations. In exchange, these providers agreed to refer beneficiaries to Panda's laboratories for expensive and medically unnecessary cancer and cardiovascular genetic testing. The case is being prosecuted by Trial Attorney Ligia Markman of the National Rapid Response Strike Force.

- Juan Nava Ruiz, 44, and Eric Frank, 47, both of Coral Springs, Florida, were charged for an alleged $9.3 million health care kickback scheme, along with Christopher Licata, 44, of Boca Raton, Florida, who was previously charged in a separate Indictment. Licata, an owner of Boca Toxicology, LLC, a clinical laboratory based in Boca Raton, allegedly offered and paid kickbacks to patient brokers, including Ruiz and Frank, in exchange for referring Medicare beneficiaries to Boca Toxicology for various forms of genetic testing and other laboratory testing that they did not need, including the submission of $422,748 in claims related to medically unnecessary respiratory pathogen panel testing and genetic testing that was improperly bundled with COVID-19 testing. The cases are being prosecuted by Trial Attorney Jamie de Boer of the Miami Strike Force.

Middle District of Louisiana

- Malena Lepetich, 38, of Belle Chase, Louisiana, was charged for an alleged $15 million scheme to commit health care fraud, to defraud the United States, and to pay and receive health care kickbacks. Lepetich, the owner of MedLogic, LLC, a clinical laboratory based in Baton Rouge, Louisiana, allegedly solicited and received

kickbacks in exchange for referrals of urine specimens for medically unnecessary testing. Lepetich also allegedly offered to pay kickbacks for referrals of specimens for COVID-19 and respiratory pathogen testing. Finally, Lepetich allegedly caused the submission of over $10 million in claims to Medicare, Medicaid, and Blue Cross Blue Shield of Louisiana for panels of expensive respiratory testing that was medically unnecessary. The case is being prosecuted by Trial Attorney Justin M. Woodard of the Gulf Coast Strike Force and Assistant U.S. Attorney Kristen Craig of the U.S. Attorney's Office for the Middle District of Louisiana.

District of New Jersey

- Alexander Baldonado, 65, of Queens, New York, was charged with six counts of health care fraud. Baldonado, a medical doctor, allegedly participated in an event that advertised COVID-19 testing. In addition to authorizing the COVID-19 tests, Baldonado allegedly ordered expensive and medically unnecessary cancer genetic testing for Medicare beneficiaries who attended the event. Baldonado also allegedly billed Medicare for services, including lengthy office visits, that he never provided to these beneficiaries. Approximately $2 million in claims were submitted as a result of Baldonado's COVID-19 health care fraud scheme, and approximately $17 million in claims were submitted as a result of Baldonado's broader health care fraud scheme. The case is being prosecuted by Trial Attorney Rebecca Yuan of the National Rapid Response Strike Force.

- Donald Clarkin, 65, of Staten Island, New York, was charged in connection with a $5.4 million conspiracy to defraud the United States and pay and receive health care kickbacks. Clarkin, a partner at a diagnostic testing laboratory, allegedly exploited the pandemic by offering kickbacks in exchange for respiratory pathogen panel tests that would be improperly bundled with COVID-19 tests and billed to Medicare. Clarkin also allegedly paid and received kickbacks and bribes in exchange for arranging for the ordering of medically unnecessary genetic tests that were ineligible for Medicare reimbursement. The case is being prosecuted by Trial Attorney Rebecca Yuan of the National Rapid Response Strike Force.

Eastern District of New York

- Peter Khaim, 41, and Arkadiy Khaimov, 38, both of Forest Hills, New York, who owned and controlled several New York pharmacies and sham pharmacy wholesaling companies, were charged in a superseding indictment for their participation in an alleged $45 million health care fraud, wire fraud, and money laundering scheme. The defendants and their co-conspirators allegedly obtained billing privileges for multiple pharmacies by using nominees to serve as the purported owners and supervising pharmacists. The defendants then allegedly submitted false and fraudulent claims to Medicare, including by using COVID-19 "emergency override" billing codes to circumvent otherwise applicable pre-authorization requirements and limits on the frequency of refills for expensive drugs (primarily, the cancer treatment gels Targretin and Panretin). The defendants allegedly used an elaborate network of international money laundering operations to conceal and disguise the proceeds of the scheme. The case is being prosecuted by Trial Attorney Andrew Estes of the Brooklyn Strike Force.

The Department of Justice needs the public's assistance in remaining vigilant and reporting suspected fraudulent activity. To report suspected fraud, contact the National Center for Disaster Fraud (NCDF) at (866) 720-5721 or file an online complaint at: https://www.justice.gov/disaster-fraud/webform/ncdf-disaster-complaint-form. Complaints filed will be reviewed at the NCDF and referred to federal, state, local, or international law enforcement or regulatory agencies for investigation.

To learn more about the department's COVID response, visit: https://www.justice.gov/coronavirus. For further information on the Criminal Division's enforcement efforts on PPP fraud, including court documents from significant cases, visit the following website: https://www.justice.gov/criminal-fraud/ppp-fraud.

An indictment, complaint, or information is merely an allegation, and all defendants are presumed innocent until proven guilty beyond a reasonable doubt in a court of law.

Topic(s):
Coronavirus
Disaster Fraud

Health Care Fraud

Component(s):
Criminal Division
Criminal - Criminal Fraud Section
Office of the Deputy Attorney General
USAO - Arkansas, Western
USAO - California, Central
USAO - California, Northern
USAO - Florida, Southern
USAO - Louisiana, Middle
USAO - New Jersey
USAO - New York, Eastern

Press Release Number:
21-486

Updated May 26, 2021

CERTIFICATE OF SERVICE

I hereby certify that on June 10, 2021, a copy of the foregoing Motion for Order Compelling Discovery Responses and supporting documentation was filed electronically. Notice of this filing will be sent by email to all parties by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF System.

/s/ Patrick W. Begos
Patrick W. Begos